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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY
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2014-24376

10/31/2014 1:14:50 PM

\$ Ex 23

Lloyd J. Dowding

By: jsatterfie

REGISTER OF DEEDS



EASE



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, # 1230

PAPILLION, NE 68046-2842

402-593-5773

A

PERMANENT WATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **Southport West Partners, LLC**, a Nebraska Corporation, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of Two Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **Owners of Lots 1 thru 5, inclusive of Southport West Replat Five and the Southport West Owners Association and Metropolitan Utilities District**, hereinafter referred to as OWNERS, CITY and MUD, respectively, and to their successors and assigns, a permanent water easement for the right to construct, maintain and/or operate a water main and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A", "B" & "C"

TO HAVE AND TO HOLD unto said OWNERS, ASSOCIATION and MUD, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said water main and appurtenances at the will of the OWNERS, ASSOCIATION and MUD. The GRANTOR may, following construction of said water main continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the OWNERS, ASSOCIATION and MUD to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the OWNERS, ASSOCIATION and MUD. Improvements which may be approved by OWNERS, ASSOCIATION and MUD include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That OWNERS, ASSOCIATION and MUD will replace or rebuild any and all damage to improvements caused by OWNERS, ASSOCIATION and MUD exercising its rights of inspecting, maintaining or operating said water main and appurtenances, except that damage to, or loss of trees and shrubbery will not be compensated for by OWNERS, ASSOCIATION and MUD.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the OWNERS, ASSOCIATION and MUD and any of said construction and work.
- 4) That OWNERS, ASSOCIATION and MUD shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said OWNERS, ASSOCIATION and MUD and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent water easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said OWNERS, ASSOCIATION and MUD and its assigns against the lawful claims and demands of all persons. This permanent water easement runs with the land.
- 6) That said permanent water easement is granted upon the condition that the OWNERS, ASSOCIATION and MUD may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

Return to:

First American

13924 60th St.

Omaha NE 68144

B

PERMANENT WATER EASEMENT
Page Two (2)
Southport West Partners, LLC

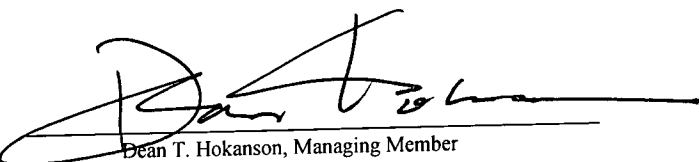
- 7) The OWNERS, ASSOCIATION and MUD reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above stated consideration, but in no event later than 60 days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the OWNERS, ASSOCIATION and MUD or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the OWNERS, ASSOCIATION and MUD or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, the said party of the first part hereby presents this document to be signed by its respective officers this

31 Day of October, 2014.

Southport West Partners, LLC
(Name of Corporation)

AUTHORIZED OFFICER:


Dean T. Hokanson, Managing Member

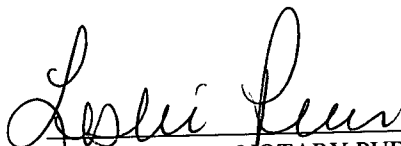
CORPORATE ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 31st day of October, 2014, before me, a Notary Public

in and for said County, personally came Dean T. Hokanson, Managing Member of Southport West Partners, LLC, a Nebraska Corporation, to me personally known to be the respective officer of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation.

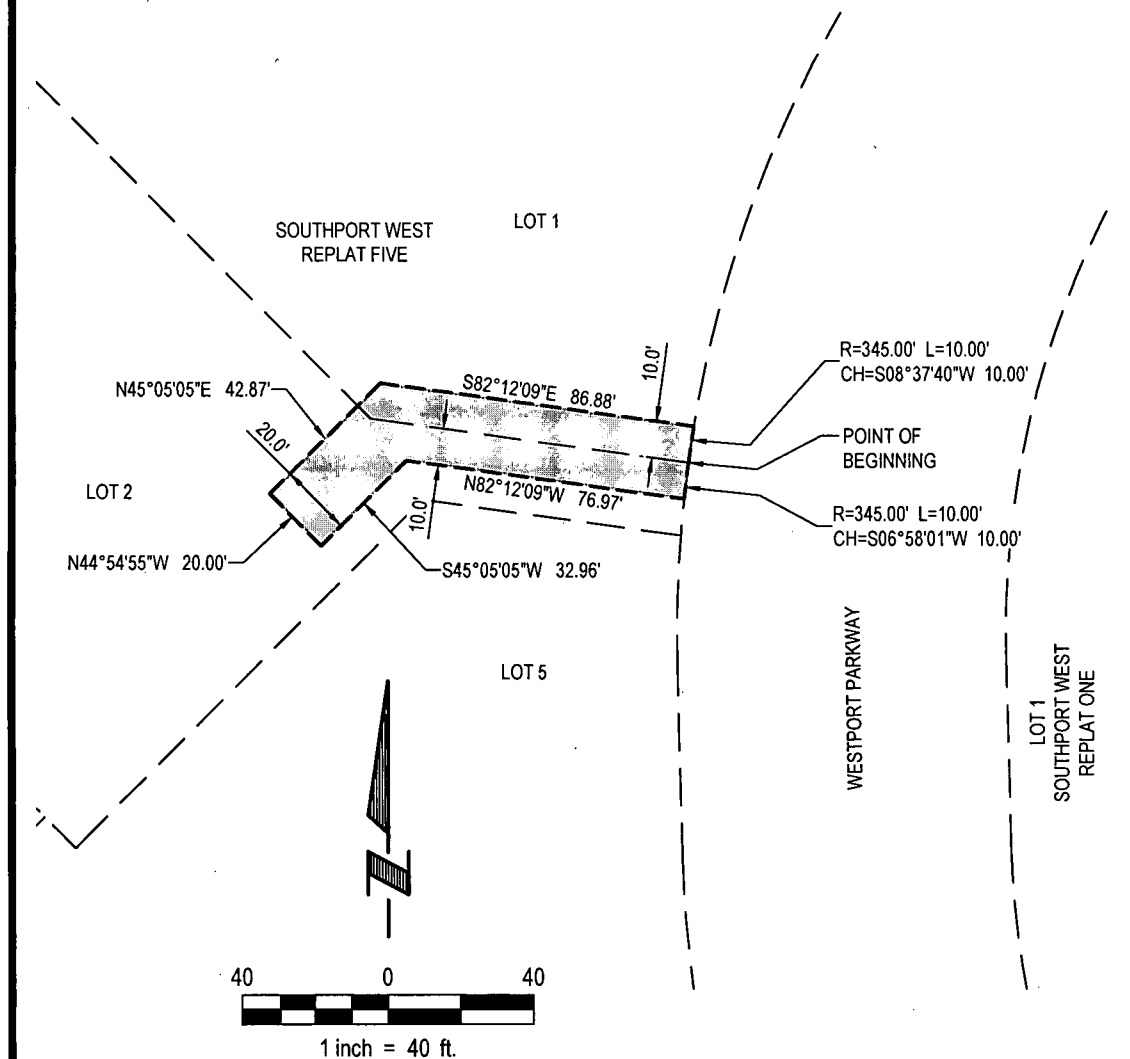
WITNESS my hand the day and year last above written.


NOTARY PUBLIC

Notary Seal



EXHIBIT "A"



LEGAL DESCRIPTION

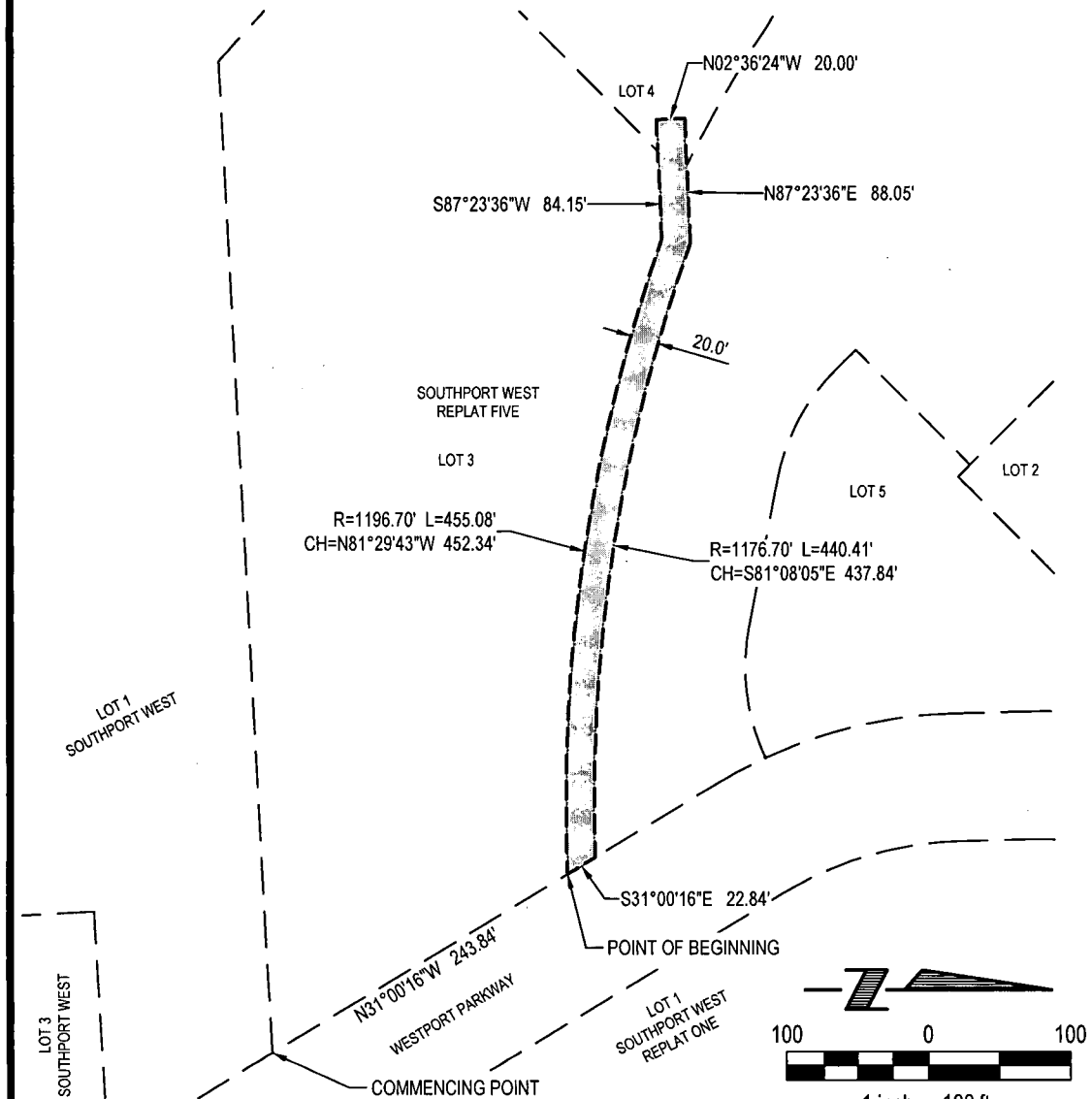
A 20.0 FOOT WATERLINE EASEMENT LOCATED IN LOTS 1 & 2, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID LOT 2, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 10.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S06°58'01"W (ASSUMED BEARING), A DISTANCE OF 10.00 FEET; THENCE N82°12'09"W, A DISTANCE OF 76.97 FEET; THENCE S45°05'05"W, A DISTANCE OF 32.96 FEET; THENCE N44°54'55"W, A DISTANCE OF 20.00 FEET; THENCE N45°05'05"E, A DISTANCE OF 42.87 FEET; THENCE S82°12'09"E, A DISTANCE OF 86.88 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 10.00 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S08°37'40"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT WATER EASEMENT CONTAINS 2,395 SQUARE FEET OR 0.055 ACRES, MORE OR LESS.

 <p>Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700</p>	<p>E & A CONSULTING GROUP, INC.</p> <p>Drawn by: JRS Chkd by: Date: 10/28/2014</p> <p>Job No.: P2000.030.104</p>	<p>WATERLINE EASEMENT</p> <p>LOTS 1 & 2, SOUTHPORT WEST REPLAT FIVE</p> <p>SARPY COUNTY, NEBRASKA</p>
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EXHIBIT "B"



LEGAL DESCRIPTION

A 20.0 FOOT WATERLINE EASEMENT LOCATED IN LOTS 3 & 4, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

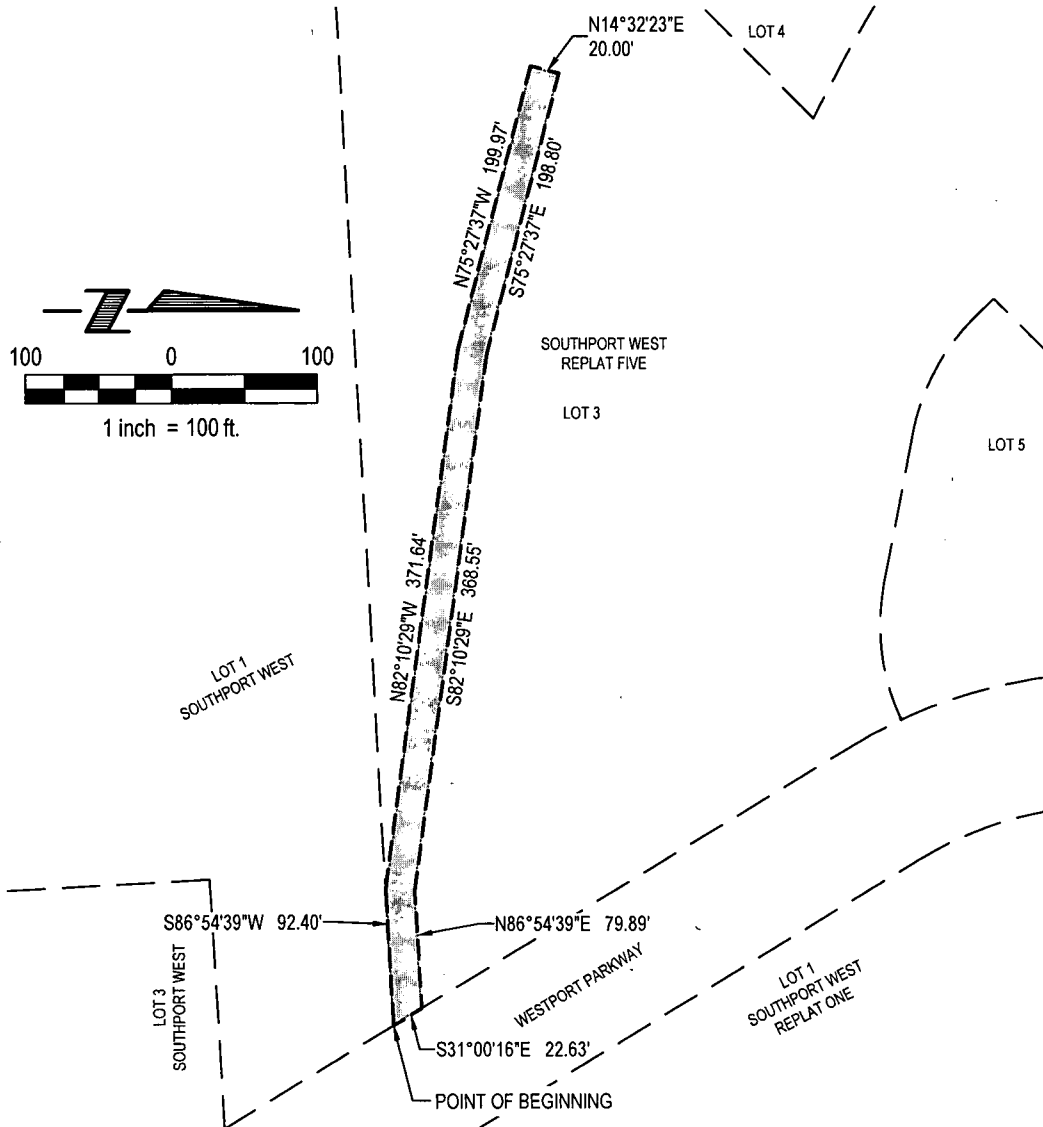
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, SOUTHPORT WEST, A SUBDIVISION LOCATED IN SAID SECTION 18, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE N31°00'16"W (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 243.84 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1196.70 FEET, A DISTANCE OF 455.08 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N81°29'43"W, A DISTANCE OF 452.34 FEET; THENCE S87°23'36"W, A DISTANCE OF 84.15 FEET; THENCE N02°36'24"W, A DISTANCE OF 20.00 FEET; THENCE N87°23'36"E, A DISTANCE OF 88.05 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1176.70 FEET, A DISTANCE OF 440.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S81°08'05"E, A DISTANCE OF 437.84 FEET TO A POINT ON SAID EASTERLY LINE OF LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S31°00'16"E ALONG SAID EASTERLY LINE OF LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 22.84 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT WATER EASEMENT CONTAINS 10,677 SQUARE FEET OR 0.245 ACRES, MORE OR LESS.

 Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700		WATERLINE EASEMENT LOT 3 & 4, SOUTHPORT WEST REPLAT FIVE SARPY COUNTY, NEBRASKA
	Drawn by: JRS Chkd by:	Date: 10/28/2014	

2014-24376 E

EXHIBIT "C"



LEGAL DESCRIPTION

A 20.0 FOOT WATERLINE EASEMENT LOCATED IN LOT 3, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, SOUTHPORT WEST, A SUBDIVISION LOCATED IN SAID SECTION 18, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WESTPORT PARKWAY; THENCE S86°54'39"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, SOUTHPORT WEST, A DISTANCE OF 92.40 FEET; THENCE N82°10'29"W, A DISTANCE OF 371.64 FEET; THENCE N75°27'37"W, A DISTANCE OF 199.97 FEET; THENCE N14°32'23"E, A DISTANCE OF 20.00 FEET; THENCE S75°27'37"E, A DISTANCE OF 198.80 FEET; THENCE S82°10'29"E, A DISTANCE OF 368.55 FEET; THENCE N86°54'39"E, A DISTANCE OF 79.89 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S31°00'16"E ALONG SAID EASTERLY LINE OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, A DISTANCE OF 22.63 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT WATER EASEMENT CONTAINS 13,113 SQUARE FEET OR 0.301 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: JRS | Chkd by:

Date: 10/28/2014

Job No.: P2000.030.104

WATERLINE EASEMENT
LOT 3, SOUTHPORT WEST REPLAT FIVE

SARPY COUNTY, NEBRASKA