



MISC 2005150801



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/30/2005 10:54:46.14



2005150801

SANITARY SEWER CROSS EASEMENT AND MAINTENANCE AGREEMENT

WHEREAS, KS PHOENIX, LLC, a Nebraska limited liability company, ("Grantor"), the owner of the real property described as Lots 1 through 15, Pacific Springs Vista, a subdivision in Douglas County, Nebraska, as surveyed platted and recorded ("Premises"), for and in consideration of the payment of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, being desirous of making provision for a Sanitary Sewer Easement Area on a certain portion of the Premises and of making provision for the repair and maintenance of that sanitary sewer, does hereby grant, transfer and convey to the owners of Lots 2, 3 and 4, Pacific Springs Vista, a subdivision in Douglas County, Nebraska, as surveyed platted and recorded ("Benefitted Property"), the following:

- Grant of Easement.** Grantor hereby grants and conveys to itself and to all future owners of the Benefitted Property, or any part thereof, and their respective heirs, successors, assigns, invitees, lessees and employees (the "Grantees"), a permanent, nonexclusive Sanitary Sewer Easement within, over and through the areas within the Premises as shown on Exhibit "A" (the "Easement Area"), for the purpose of construction of a sanitary sewer within the Easement Area, and for the repair and maintenance of the sanitary sewer constructed within the Easement Area.
- Non-obstruction.** Grantor and Grantees agree that there shall be free and unimpeded access through and over the Easement Area and that no building, fence, wall or similar barrier will be constructed within the Easement Area.
- Construction, Repair and Maintenance.** Grantor shall pay for the cost of the initial construction of the sanitary sewer within the Easement Area. Grantees shall pay their respective prorated share of the cost of repair and maintenance of the sanitary sewer constructed in the Easement Area. Payment or reimbursement, as the case may be, for such maintenance expenses shall be made from time to time promptly upon presentation of appropriate invoices detailing the actual expenditures made for such repair and maintenance expenses. Proration of maintenance expenses shall be on the following basis:

Property:	Percentage of Maintenance to be paid by Owner:
Lot 2, Pacific Springs Vista	33 1/3%
Lot 3, Pacific Springs Vista	33 1/3%
Lot 4, Pacific Springs Vista	33 1/3%

4. **Covenants Running with Land.** All of the covenants, agreements, conditions, and restrictions set forth in this Sanitary Sewer Cross Easement Agreement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the Grantor and the Grantees.

5. **No Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication to the public of any portion of the Property within the Easement Area, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

6. **Representations and Miscellaneous.** The Grantor represents that it is the owner of the Property described as being owned by it, and that it has the right to convey this Sanitary Sewer Cross Easement Agreement in the manner set forth herein. This Easement shall be binding upon and inure to the benefit of all present and future owners of the Benefitted Property or any part thereof, and to their respective heirs, successors, representatives, assigns, invitees, lessees and employees. The provisions of this Easement shall be construed pursuant to the laws of the State of Nebraska.

DATED this 19th day of July, 2005.

GRANTOR:

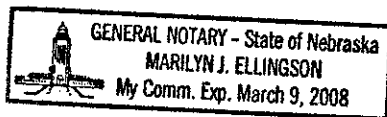
KS PHOENIX, LLC,

BY: Frank R. Krejci
Frank R. Krejci

BY: Edwin D. Schoening
Edwin D. Schoening

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

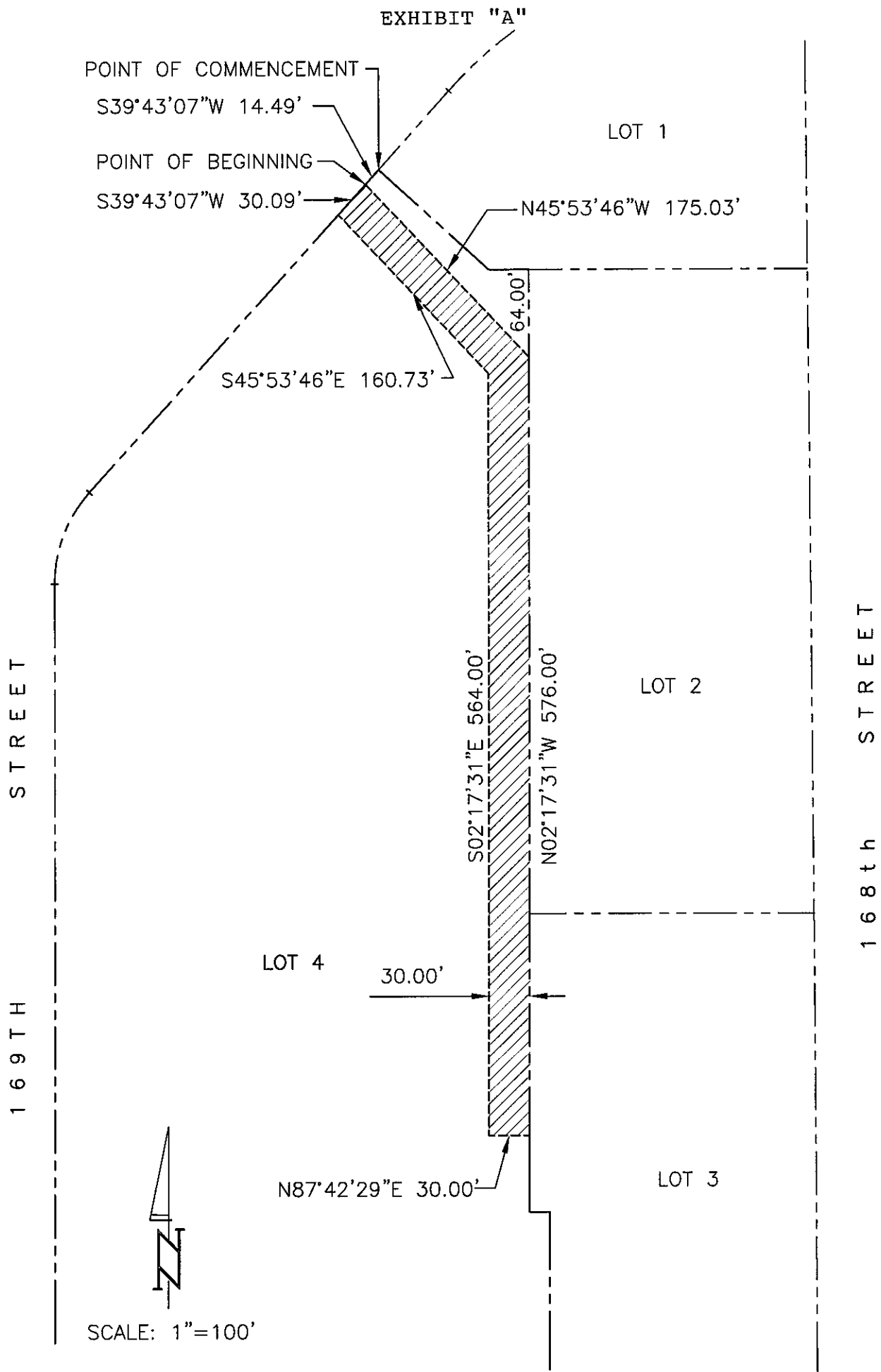
The foregoing instrument was acknowledged before me on the 19th day of July, 2005, by FRANK R. KREJCI and EDWIN D. SCHOENING, Members of KS PHOENIX, LLC, a Nebraska limited liability company, on behalf of the company.



Marilyn J. Ellingson
Notary Public

Send To:
Mark L. Laughlin
11718 Nicholas Street, Suite 101
Omaha, NE 68154

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LEGAL DESCRIPTION

THAT PART OF LOT 4, PACIFIC SPRINGS VISTA, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE S39°43'07"W (ASSUMED BEARING) 14.49 FEET ON THE NORTHWEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING S39°43'07"W 30.09 FEET ON THE NORTHWEST LINE OF SAID LOT 4; THENCE S45°53'46"E 160.73 FEET; THENCE S02°17'31"E 564.00 FEET ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE N87°42'29"E 30.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, SAID POINT BEING 640.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 4; THENCE N02°17'31"W 576.00 FEET ON THE EAST LINE OF SAID LOT 4; THENCE N45°53'46"W 175.03 FEET TO THE POINT OF BEGINNING.