

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007 - 09748

2007 APR -3 P 4:25 9

Glenn J. Dowling

REGISTER OF DEEDS

COUNTER G.E.
VERIFY D.E.
PROOF
FEES \$ 16.00
CHECK # 102279
CHG CASH
REFUND CREDIT
SHORT NCR

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **SHADOW LAKE DEVELOPMENT, LLC**, a Nebraska limited liability company (hereinafter referred to as "GRANTOR"), for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below, does hereby donate, grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 264 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, and its successors and assigns (hereinafter referred to as "SID"), and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation, and its successors and assigns (hereinafter referred to as "CITY"), a permanent easement for the right to construct, maintain and operate sanitary sewer lines and related facilities under the portions of the parcel of land described on Exhibit "A", attached and incorporated herein (hereinafter referred to as the "Easement Area").

TO HAVE AND TO HOLD unto the SID and the CITY and their respective successors and assigns, together with the right of ingress and egress from said Easement Area for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing such sewer. The GRANTOR may, following construction of said sewer continue to use the surface of the Easement Area for other purposes, subject to the right of the SID and the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1) No buildings or other structures, nor any embankment shall be placed in, on, over or across such Easement Area by GRANTOR or its successors and assigns without the express approval of the SID or the CITY. Landscaping, road and/or street surfaces, parking area surfacing, decorative sidewalks, decorative landscaped areas, including stone and/or brick, and/or pavement are expressly permitted. Any such permitted items placed on or within such Easement Area shall be maintained by GRANTOR and its successors and assigns.
- 2) The SID or the CITY will replace or rebuild any and all damage caused by the SID or the CITY and their respective successors and assigns exercising their rights granted under this Easement, except that damage to, or loss of trees and shrubbery will not be compensated for by the SID or the CITY.
- 3) The GRANTOR, for itself and its successors and assigns, does confirm with the SID and the CITY and their respective successors and assigns that it is Owner in fee of the Easement Area and that it has the right to grant and convey this Easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this Easement to the SID and the CITY and their respective successors and assigns against the lawful claims and demands of all persons. This Easement runs with the land.

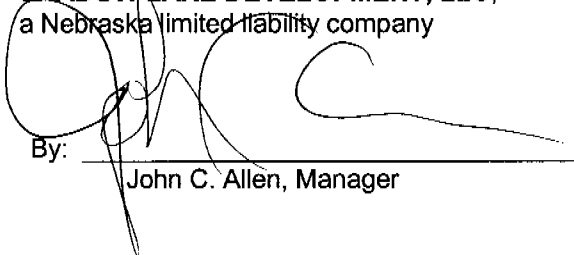
After recording, return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

09748

- 4) This instrument contains the entire agreement of the Parties and there are no other or different agreements or understandings.

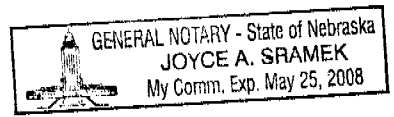
IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 30th day of March, 2007.

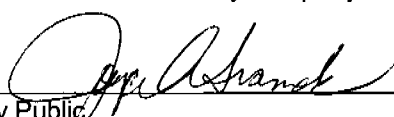
SHADOW LAKE DEVELOPMENT, LLC,
a Nebraska limited liability company

By: 
John C. Allen, Manager

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 30 day of March, 2007, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came John C. Allen, Manager of **SHADOW LAKE DEVELOPMENT, LLC**, a Nebraska limited liability company, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity, and who acknowledged the execution of the same to be his voluntary act and deed on behalf of the limited liability company.




Notary Public

200709748B

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 750 and Outlot 23, SHADOW LAKE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Beginning at the southwest corner of said Outlot 23;

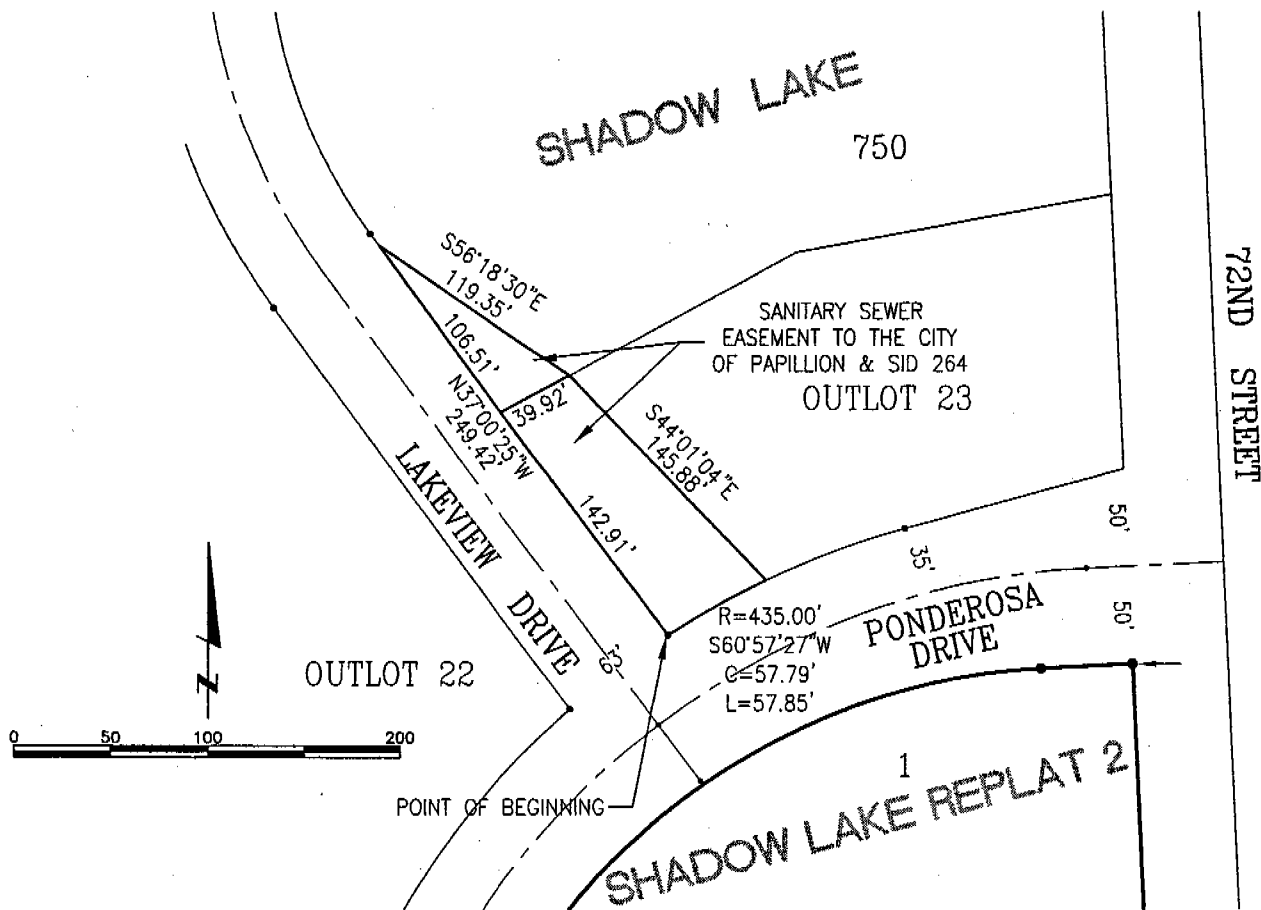
Thence North 37°00'25" West (bearings reference to the Final Plat of SHADOW LAKE) for 249.42 feet along the west line of said Outlot 23 and Lot 750;

Thence South 56°18'30" East for 119.35 feet to the south line of said Lot 750;

Thence South 44°01'04" East for 145.88 feet to the south line of said Outlot 23;

Thence along a curve to the left (having a radius of 435.00 feet and a long chord bearing South 60°57'27" West for 57.79 feet) for an arc length of 57.85 feet along the south line of said Outlot 23 to the Point of Beginning.

Contains 0.206 acre.



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

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(Fax) 402.496.2730

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