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FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER NEBRASKA DOCUMENTARY STAMP TAX

2013-33854

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*Clay J. Dowling*

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REGISTER OF DEEDS



EASE

**PERMANENT SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **SHADOW LAKE DEVELOPMENT, LLC**, a Nebraska limited liability company ("**SHADOW LAKE**"), is the owner of Lot 1 and Outlot A, Shadow Lake Replat 5, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (respectively, "Lot 1" and "Outlot A"); and

WHEREAS, **ALCHEMY PARTNERS I, LLC**, a Nebraska limited liability company ("**ALCHEMY**"), is the owner of Lot 2, Shadow Lake Replat 5, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Lot 2"); and

WHEREAS, Shadow Lake (as the owner of Outlot A) and Alchemy are hereinafter collectively referred to as "GRANTOR".

NOW, THEREFORE, GRANTOR, for and in consideration of the sum of **ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION**, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SHADOW LAKE**, as the owner of Lot 1, and its successors and assigns, for the benefit of Lot 1, a permanent easement for the right to construct and maintain sanitary sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through, and under the parcel of land described as follows and pictorially shown, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO  
 PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto **SHADOW LAKE**, 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 sanitary sewers, drainage structures and/or drainage ways at the will of **SHADOW LAKE**. The GRANTOR may, following construction of said sanitary sewers, drainage structures and/or drainage ways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of **SHADOW LAKE** 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 or its successors and assigns without the express approval of **SHADOW LAKE**. Improvements which may be approved by **SHADOW LAKE** 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, its successors or assigns, as to their respective lot.

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

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2. That SHADOW LAKE will replace or rebuild any and all damage to improvements caused by SHADOW LAKE in exercising its rights of inspecting, maintaining or operating said sanitary sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by SHADOW LAKE.

3. This Permanent Sanitary Sewer Easement is also for the benefit of any contractor, agent, employee or representative of SHADOW LAKE in any of said construction and work.

4. That SHADOW LAKE 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 does confirm with the said SHADOW LAKE, and its successors and assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Permanent Sanitary Sewer Easement in the manner and form aforesaid, and GRANTOR shall warrant and defend this Permanent Sanitary Sewer Easement to said SHADOW LAKE and its successors and assigns against the lawful claims and demands of all persons. This Permanent Sanitary Sewer Easement runs with the land.

6. That said Permanent Sanitary Sewer Easement is granted upon the condition that SHADOW LAKE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, and trees within the easement area as necessary for construction.

7. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings between the GRANTOR and SHADOW LAKE or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of SHADOW LAKE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set their hands this 31st day of October, 2013.

**GRANTOR:**

**ALCHEMY PARTNERS I, LLC**, a Nebraska limited liability company

By: **ROBERT HANCOCK & CO.**, a Nebraska corporation, Manager

By: John Hass  
John Hass, President

**SHADOW LAKE DEVELOPMENT, LLC**, a Nebraska limited liability company

By: John C. Allen  
John C. Allen, Manager

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

On this 31 day of October, 2013, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally appeared **JOHN HASS**, President of **ROBERT HANCOCK & CO.**, a Nebraska corporation, Manager of **ALCHEMY PARTNERS I, LLC**, a Nebraska limited liability company, who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

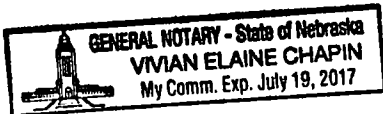
Koreen M. Lush  
Notary Public



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

On this 31 day of October, 2013, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally appeared **JOHN C. ALLEN**, Manager of **SHADOW LAKE DEVELOPMENT, LLC**, a Nebraska limited liability company, who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said company.

Vivian Elaine Chapin  
Notary Public



# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A permanent easement for construction and maintenance of sanitary sewer over that part of Outlot A, and Lot 2, SHADOW LAKE REPLAT 5, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of Lot 2, SHADOW LAKE REPLAT 5;

Thence South 26°23'20" East for 70.59 feet along the east right of way line of Lakeview Drive to the TRUE POINT OF BEGINNING;

Thence North 69°29'18" East for 64.89 feet;

Thence North 66°22'39" East for 138.79 feet;

Thence North 88°06'29" East for 152.51 feet to the west line of Outlot A, SHADOW LAKE REPLAT 5;

Thence North 88°06'29" East for 48.58 feet to the west line of Lot 1 SHADOW LAKE REPLAT 5;

Thence along a curve to the right (having a radius of 313.00 feet and a long chord bearing South 17°14'54" East for 20.74 feet) for an arc length of 20.74 feet along said west line;

Thence South 88°06'29" West for 47.53 feet to the east line of Lot 2, SHADOW LAKE REPLAT 5;

Thence South 88°06'29" West for 155.20 feet;

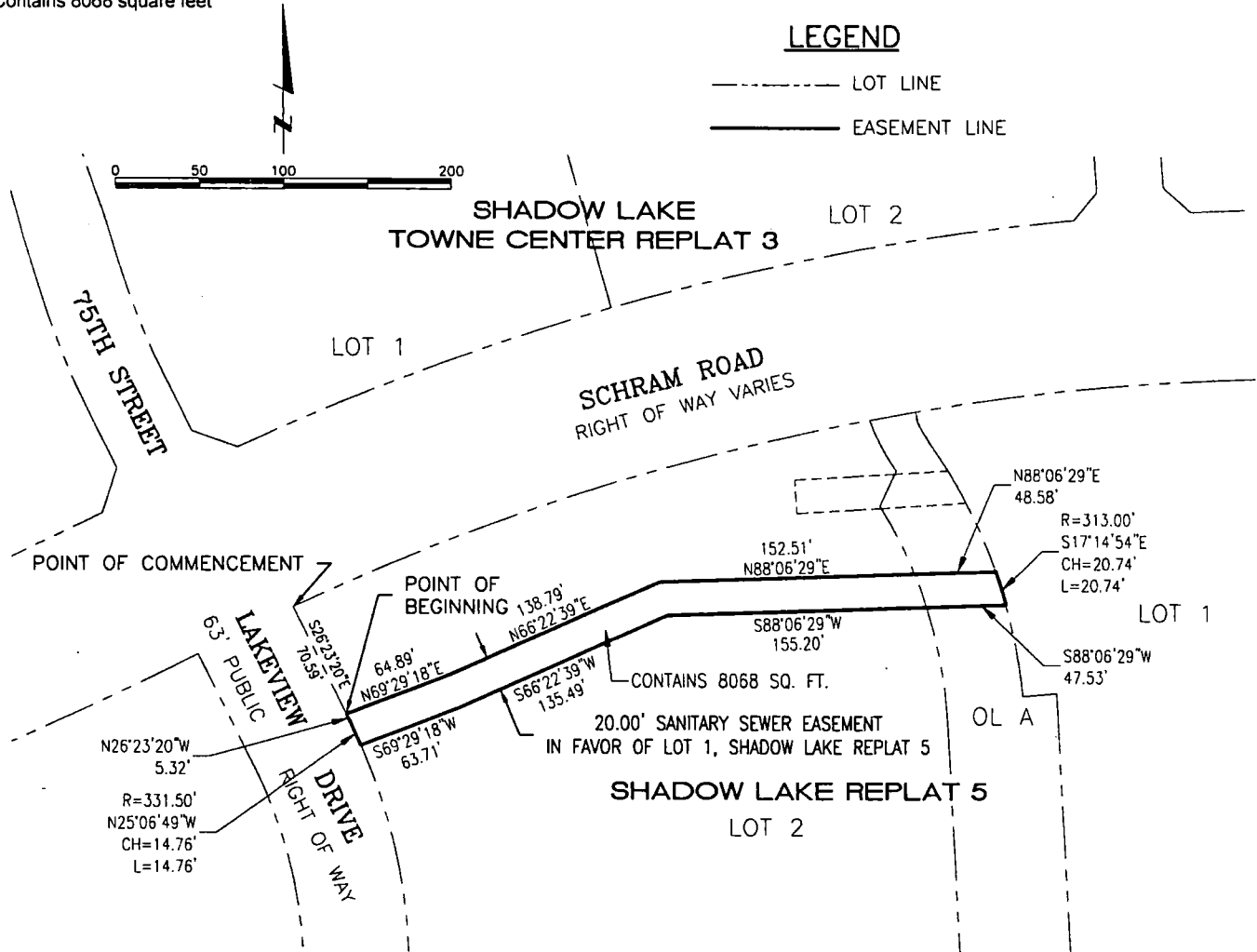
Thence South 66°22'39" West for 135.49 feet;

Thence South 69°29'18" West for 63.71 feet to the east right of way line of Lakeview Drive;

Thence along a curve to the left (having a radius of 331.50 feet and a long chord bearing North 25°06'49" West for 14.76 feet) for an arc length of 14.76 feet along said east line;

Thence North 26°23'20" West for 5.32 feet to the Point of Beginning;

Contains 8068 square feet



**LAMP RYNEARSON  
& ASSOCIATES**

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