

COUNTER W.S.C.E.
 VERIFY W.S.D.E.
 PROOF P
 FEES \$ 40.00
 CHECK# 5547
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY
 STAMP TAX

2013-33734

\$ Ex 23

10/31/2013 3:51:40 PM

Clay J. Dowling

By: counter2

REGISTER OF DEEDS



EASE

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **PAUL A. HAUG, TRUSTEE OF THE PAUL A. HAUG REVOCABLE TRUST, ROBERT J. HAUG, TRUSTEE OF THE ROBERT J. HAUG REVOCABLE TRUST, ROBERT J. HAUG, TRUSTEE and PAUL A. HAUG, TRUSTEE, ROBERT G. MOORE and ELAINE L. MOORE, TRUSTEES OF THE MOORE FAMILY TRUST**, hereinafter referred to collectively as GRANTOR, for and in consideration of the sum of *Forty-Eight Thousand Six Hundred Eighty-Three and 25/100 Dollars (\$48,683.25) and other valuable consideration*, the receipt of which is hereby acknowledged, do hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 292 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and its successors and assigns, 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, to-wit:

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

TO HAVE AND TO HOLD unto the SID, its successors and assigns, and the CITY and 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 the SID or the CITY. 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 the SID and the CITY 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 the SID and the CITY. Improvements which may be approved by the SID and the CITY 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.

2. That the SID or the CITY will replace or rebuild any and all damage to improvements caused by the SID or the CITY 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 the SID or the CITY.

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

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

4. That the SID or the CITY 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 SID and the CITY, and their 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 SID or the CITY and their 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 the SID or the CITY 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, except a Temporary Construction Easement, if and as applicable, between the GRANTOR and the SID and the CITY or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or the SID or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set their hands this 17th day of September, 2013.

Paul A. Haug
PAUL A. HAUG, Trustee of the PAUL A. HAUG REVOCABLE TRUST, Grantor

Robert J. Haug
ROBERT J. HAUG, Trustee of the ROBERT J. HAUG REVOCABLE TRUST, Grantor

Robert J. Haug
ROBERT J. HAUG, Trustee, Grantor

Paul A. Haug
PAUL A. HAUG, Trustee, Grantor

Robert G. Moore
ROBERT G. MOORE, Trustee of the MOORE FAMILY TRUST, Grantor

Elaine L. Moore
ELAINE L. MOORE, Trustee of the MOORE FAMILY TRUST, Grantor

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

On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said County, personally came PAUL A. HAUG, Trustee of the PAUL A. HAUG REVOCABLE TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.



Jennifer L. Fett
Notary Public

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

On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said County, personally came ROBERT J. HAUG, Trustee of the ROBERT J. HAUG REVOCABLE TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.



Jennifer L. Fett
Notary Public

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

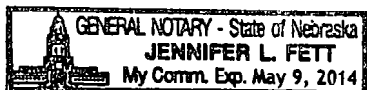
On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said County, personally came ROBERT J. HAUG, Trustee of the ROBERT J. HAUG REVOCABLE TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.



Jennifer L. Fett
Notary Public

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

On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said County, personally came PAUL A. HAUG, Trustee of the PAUL A. HAUG REVOCABLE TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.



Jennifer L. Fett
Notary Public

C

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

On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said County, personally came ROBERT G. MOORE, Trustee of the MOORE FAMILY TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.



Jennifer L. Fett
Notary Public

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

On this 17th day of September, 2013, before me, the undersigned, a Notary Public in and for said County, personally came ELAINE L. MOORE, Trustee of the MOORE FAMILY TRUST, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

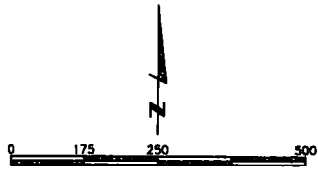
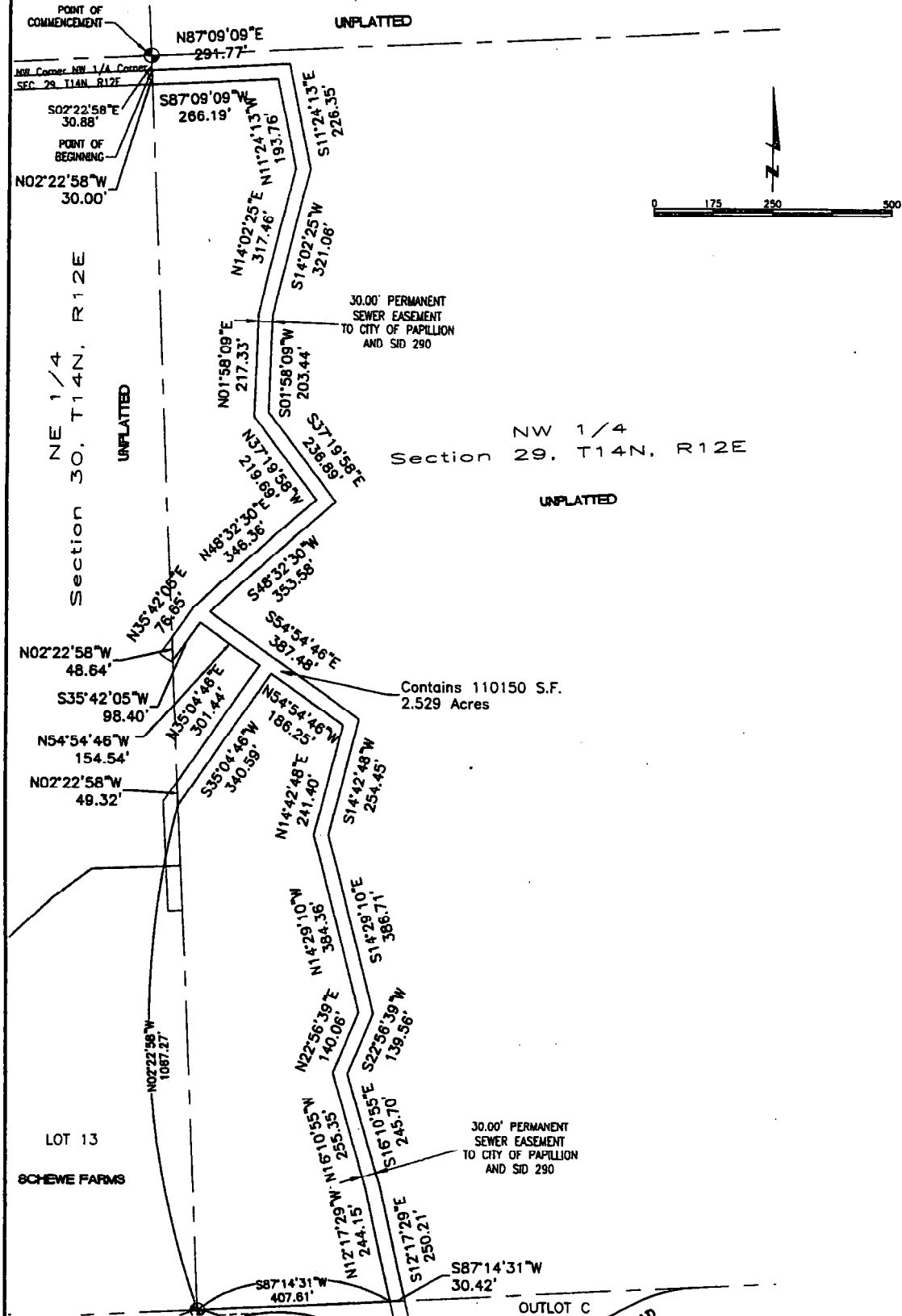


Jennifer L. Fett
Notary Public

EXHIBIT

LEGAL DESCRIPTION

A permanent 30.00 foot wide easement for the construction and maintenance of sanitary sewers over that part of the Northwest Quarter of Section 29, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



Lamp, Rynearson & Associates, Inc.

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

WWW.LRA-INC.COM

(Ph) 402.496.2498
(Fax) 402.496.2730

drawn by: SGT
surveyor: MRT
job number: 0109050.11-055
date: 07/08/10
book: page:
file name: 09050E132.dwg

Legal Description

A permanent 30.00 foot wide easement for the construction and maintenance of sanitary sewers over that part of the Northwest Quarter of Section 29, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Commencing at the northwest corner of said Northwest Quarter of Section 29;

Thence South 02°22'58" East (bearings referenced to the Final Plat of SCHEWE FARMS) for 30.88 feet along the west line of said Northwest Quarter of Section 29 to the TRUE POINT OF BEGINNING;

Thence North 87°09'09" East for 291.77 feet;

Thence South 11°24'13" East for 226.35 feet;

Thence South 14°02'25" West for 321.06 feet;

Thence South 01°58'09" West for 203.44 feet;

Thence South 37°19'58" East for 236.89 feet;

Thence South 48°32'30" West for 353.58 feet;

Thence South 54°54'46" East for 387.48 feet;

Thence South 14°42'48" West for 254.45 feet;

Thence South 14°29'10" East for 386.71 feet;

Thence South 22°56'39" West for 139.56 feet;

Thence South 16°10'55" East for 245.70 feet;

Thence South 12°17'29" East for 250.21 feet to the south line of said Northwest Quarter

of Section 29;

Thence South 87°14'31" West for 30.42 feet along said south line;

Thence North 12°17'29" West for 244.15 feet;

Thence North 16°10'55" West for 255.35 feet;

Thence North 22°56'39" East for 140.06 feet;

Thence North 14°29'10" West for 384.36 feet;

Thence North 14°42'48" East for 241.40 feet;

Thence North 54°54'46" West for 186.25 feet;

Thence South 35°04'46" West for 340.59 feet to the west line of said Northwest Quarter

of Section 29;

Thence North 02°22'58" West for 49.32 feet along said line;

Thence North 35°04'46" East for 301.44 feet;

Thence North 54°54'46" West for 154.54 feet;

Thence South 35°42'05" West for 98.40 feet to the west line of said Northwest Quarter of

Section 29;

Thence North 02°22'58" West for 48.64 feet along said west line;

Thence North 35°42'05" East for 76.65 feet;

Thence North 48°32'30" East for 346.36 feet;

Thence North 37°19'58" West for 219.69 feet;

Thence North 01°58'09" East for 217.33 feet;

Thence North 14°02'25" East for 317.46 feet;

Thence North 11°24'13" West for 193.76 feet;

Thence South 87°09'09" West for 266.19 feet to the west line of said Northwest Quarter

of Section 29;

Thence North 02°22'58" West for 30.00 feet to the Point of Beginning.

Contains 110,150 square feet, or 2.529 acres.

July 13, 2010

LAMP, RYNEARSON & ASSOCIATES, INC.

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