

COUNTER a C.E. a
VERIFY a D.E. a
PROOF Wa
FEES \$ 28.00
CHECK # 1310
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER NEBRASKA DOCUMENTARY
STAMP TAX

2016-05637

03/17/2016 1:12:35 PM

\$ EX 23

Lloyd J. Dowding

By: counter1

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

Ref
BRAD Blakeman
Blakeman Engineering
10423 Hansen Ave
Omaha, NE 68124
SCRoD Form 1, Dated 9-5-2013

A

PERMANENT PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT John Spaustat, hereinafter referred to as "Grantor" (whether one or more) for and in consideration of the sum of One (\$1.00) Dollar and Other Good and Valuable Consideration, the receipt of which is hereby acknowledged does hereby grant and convey unto the City of Papillion, Nebraska, a Municipal Corporation, hereinafter referred to as "Grantees", and to their successors and assigns, permanent easements for the right to utilize the following described property for the public benefit to be used as a sidewalk and appurtenances thereto, subject to all covenants, restrictions and easements of record, in, through and under the parcel of land described as follows, to-wit:

That property described on the attached Exhibit A, which is incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantees, their successors and assigns, together with the right of reasonable ingress and egress from said premises for the purposes of: (i) inspecting or using said sidewalk at the will of Grantees; and (ii) constructing, inspecting, maintaining, repairing or replacing such sidewalk that may be installed within the easement area. The Grantor may, following construction of said sidewalk, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantees to use the same for the purposes herein expressed. The Grantor will install sidewalks conforming to City of Papillion Standards and Drawings and provide maintenance to the City of Papillion Standards.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no buildings, improvements or other structures shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the Grantees. Improvements which may be approved by Grantees include landscaping or road, street or parking area surfacing or pavement. These improvements and any grass or shrubbery placed on said easements shall be maintained by Grantor, its heirs, successors or assigns. Grantor may use said easement strip for any lawful purpose, subject to the right of the Grantees to use the same for the purposes herein expressed.

2. The Grantee will replace or rebuild any and all damage to the sidewalk or other improvements caused by Grantee's rights hereunder.

3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantees.

4. That said Grantor for itself and its heirs, executors and administrators does confirm with the said Grantees and their assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid and that it and its heirs, executors, and administrators shall warrant and defend this easement to the said Grantees and their assigns against the lawful claims and demands of all person, subject to all covenants, restrictions and easements of record. This easement shall run with the land.

5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantees or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has set its hand this 15 day of March 2016.

[Signature]
(Signature)

John T. Spawstat
(Printed Name)

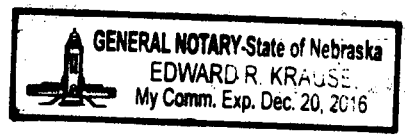
STATE OF Nebraska)
COUNTY OF SARPY) SS

On this 15 day of March, 2016.
before me, a Notary Public, in and for said County, personally came the above named:

John T. Spawstat
who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

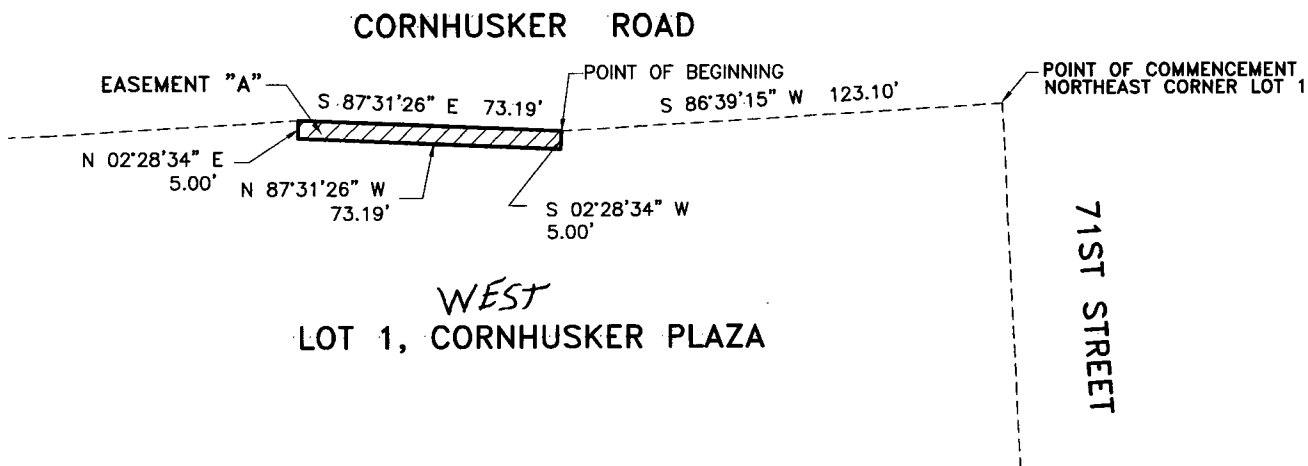
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



[Signature]
NOTARY PUBLIC

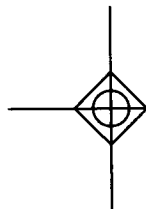
EXHIBIT "A"



WEST
LOT 1, CORNHUSKER PLAZA

LEGAL DESCRIPTION EASEMENT "A"
 THAT PART OF LOT 1, CORNHUSKER PLAZA, AND ADDITION TO THE CITY OF PAVILLION, SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE S86°39'15"W (AN ASSUMED BEARING RELATIVE TO ALL BEARINGS CONTAINED HEREIN) FOR 123.10 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE S02°28'34"W FOR 5.00 FEET; THENCE N87°31'26"W FOR 73.19 FEET ALONG A LINE THAT IS 5.00 FEET SOUTH FROM AND PARALLEL TO THE NORTH LINE OF SAID LOT 1; THENCE N02°28'34"E FOR 5.00 FEET; THENCE S87°31'26"E FOR 73.19' ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING. CONTAINS 366 SQUARE FEET.



 *Tinkham Land Surveying, Inc.*
 9910 NORTH 48TH STREET, SUITE 208
 OMAHA, NE 68152-1548
 TELEPHONE (402) 451-2088

PROJECT NUMBER 160040