

FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-37292

COUNTER ah C.E. ah
VERIFY S D.E. a
PROOF SM
FEES \$ 15.50
CHECK# _____
CHG _____ CASH 20.00
REFUND 4.50 CREDIT _____
SHORT _____ NCR _____

2005 OC -7 PM 3: 10

Thomas J. Guilfoyle
REGISTER OF DEEDS

This instrument after recording
to be returned to:

Thomas J. Guilfoyle
Erickson & Sederstrom, P.C.
10330 Regency Parkway Drive
Omaha, NE 68114

Ret

(Space Above This Line for Recording Data)

PERMANENT SEWER EASEMENT

THIS GRANT OF A PERMANENT EASEMENT made this ____ day of September, 2005, by SUBURBAN INN LIMITED PARTNERSHIP, a Nebraska Partnership, hereinafter referred to as "GRANTOR," in favor of WESTERN LAND COMPANY LLC, a Nebraska Limited Liability Company and SARPY COUNTY, NEBRASKA, hereinafter referred to as "GRANTEES," and their successors and assigns.

WITNESSETH:

That said GRANTOR, in consideration of the sum of Seven Hundred Fifty Dollars (\$750.00) and other good and valuable consideration, to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey, and confirm unto GRANTEES and their successors and assigns forever, a nonexclusive permanent and temporary construction easement to use, construct, build, lay, maintain, repair, and reconstruct a sanitary sewer line and appurtenances thereof, in, through, over, and under the parcel of land described as follows, to-wit:

As set forth in Exhibit "A," attached hereto and made a part hereof.

To have and to hold unto GRANTEES, their successors and assigns, together with the right of ingress and egress from said nonexclusive easement area herein granted for the purpose of constructing, inspecting, maintaining, repairing, reconstructing, and operating said sewer and appurtenances thereof at the discretion of GRANTEES, their successors and assigns.

GRANTOR, its successors and assigns, shall not construct or install, or permit the construction or installation of any buildings or other such permanent structures on, over, or across the easement area granted herein without the prior written consent of GRANTEES or their successors and assigns.

The easement granted herein shall be for the benefit of GRANTEES, and any contractor, agent, employee, or representative of GRANTEES performing any of said construction and work on the easement area granted herein. In the event it becomes necessary to disturb and/or remove any improvements upon the GRANTOR'S property in order to construct, repair, maintain or replace the sewer line, the GRANTEE and its successors and assigns shall repair, restore and/or

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A

replace any and all of GRANTOR'S improvements which may be disturbed or damaged in connection with the construction, maintenance, repair or replacement of the sewer line to the condition that existed prior to the construction, removal, replacement or repair of the sewer line and the GRANTOR'S property and the easement area shall be left in a neat and orderly condition.

GRANTOR, for itself and its successors and assigns, does confirm with GRANTEES and their successors and assigns, that GRANTOR is well seized in fee of the above-described easement area granted herein and that it has the right to grant and convey this nonexclusive permanent and temporary construction easement in the manner and form aforesaid, and that GRANTOR will, and its successors and assigns shall, warrant and defend the easement grant to GRANTEES, their successors and assigns, against the lawful claims and demands of all persons.

This nonexclusive permanent and temporary construction easement shall run with the land perpetually and shall be binding upon and inure to the benefit of GRANTEES, and their respective successors and assigns and any person or party claiming by, through or under GRANTEES or their respective successors or assigns.

IN WITNESS WHEREOF, said GRANTOR has caused this Permanent Sewer Easement agreement to be duly executed by its Partner the day and year first above written.

SUBURBAN INN LIMITED
PARTNERSHIP, A Nebraska
Partnership

By: 
Managing Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instruct was acknowledged before me this 5 day of ^{OCTOBER}~~September~~, 2005, by Douglas C. Hoellen, Managing Partner of SUBURBAN INN LIMITED PARTNERSHIP, a Nebraska Partnership, on behalf of the partnership.




Notary Public

2005-37292B

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over that part of Taxlot 7 in the Southeast Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the corner common to Taxlots 6 and 7 and in the east right of way line of Sapp Brothers Drive;

Thence along a curve to the right (having a radius of 153.88 feet and a long chord bearing North 07°39'23" East (bearing referenced to the Final Plat of WICKS SOUTHPOINTE, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska) for 35.76 feet) for an arc length of 35.84 feet along the said east right of way line;

Thence North 87°51'37" East for 8.26 feet;

Thence South 02°08'23" East for 36.02 feet to the south line of said Taxlot 7;

Thence North 89°00'58" West for 14.37 feet along said south line to the Point of Beginning.

Contains 429 square feet.

TOGETHER WITH

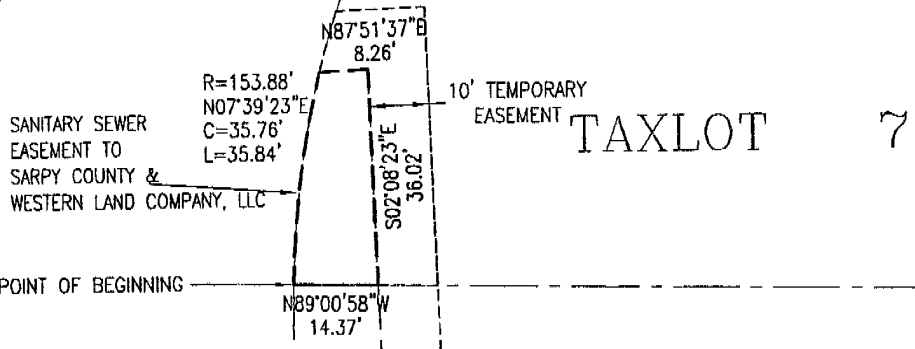
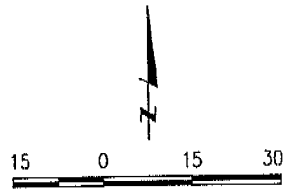
LEGAL DESCRIPTION

A temporary construction easement ten foot (10') in width lying north and east of and abutting the above described permanent easement in Taxlot 7 in the Southeast Quarter of Section 27, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

Contains 530 square feet.

CHALCO HILLS
RECREATION AREA
(CORPS OF ENGINEERS
DAM SITE 20)

SAPP BROTHERS DRIVE



TAXLOT 11

TAXLOT 7

TAXLOT 6

99022\dwg\9922E102.dwg Book 99022 Page Date SEPT 16, 2005 Dwn.By JHVD Job Number 99022.11 / 040

Lamp, Rynearson & Associates, Inc. WWW.LRA-INC.COM

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JHVD