

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2009-06996

2009 MAR 13 P 2:48

Henry J. Lawling
REGISTER OF DEEDS

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF R
FEES \$ 13.00
CHECK # 39509
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NRR _____

**PERMANENT PRIVATE STORM SEWER EASEMENT
AND MAINTENANCE AGREEMENT**

THIS PERMANENT PRIVATE STORM SEWER EASEMENT AND MAINTENANCE AGREEMENT is entered into this 28 day of FEBRUARY, 2009 by and between Gary d. Peterson and Fyrn A. Peterson, husband and wife (hereinafter referred to as "Peterson"); Guy B. Reynolds and Karen T. Reynolds, husband and wife (hereinafter referred to as "Reynolds"); Gordon Deas, (hereinafter referred to as "Deas"); Zegers' Construction, Inc., a Nebraska corporation (hereinafter referred to as "Zegers"); Julie Prokupek and Patrick C. Prokupek, wife and husband, (hereinafter referred to as Prokupek); and Salli S. Hajek (hereinafter referred to as "Hajek"), all of the parties together are collectively referred to as the "Parties".

WHEREAS, Peterson is the owner of the property legally described as Lot 1 Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Reynolds is the owner of the property legally described as Lot 2 Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Deas is the owner of the property legally described as Lot 3 Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Zegers is the owner of the property legally described as Lot 4 Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Prokupek is the owner of the property legally described as Lot 5 Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS, Hajek is the owner of the property legally described as Lot 6 Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska;

WHEREAS Lots 1 through 6, Cedar Hollow, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska are collectively referred to as Lots and individually as a Lot; and

WHEREAS, by virtue of the recording of this Permanent Private Storm Sewer Easement and Maintenance Agreement (the "Easement Agreement"), the above legally described Lots shall

RJR
FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482 *JL*

be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Easement Agreement and every grantee of any interest in any said Lot, by acceptance of a deed or other conveyance of such interest, and every person or entity of any portion of any said Lot, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Easement Agreement and shall be deemed to have consented to the terms hereof; and

WHEREAS, the Parties to this agreement desire to have constructed a Permanent Private Storm Sewer system to carry water over, under and through the area shown on the attached Exhibit "A" and incorporated herein by this reference and Zegers will perform or cause to be performed such construction.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agrees that the Lots are and shall be subject to this Easement Agreement and does hereby GRANT and CONVEY unto itself, and all future owners, occupants and mortgagees of the Lots and their respective permittees, an easement for the right to construct, maintain and operate a system of storm sewers for the transmission of storm waters over, under and through that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein, the area shown on Exhibit "A" shall be referred to as the "Easement Area".

TO HAVE AND TO HOLD unto the Parties, their successors and assigns, together with the right of ingress and egress from said Easement Area for the purpose of constructing, inspecting, maintaining or operating said storm sewers at the will of the GRANTEE. It is further agreed as follows:

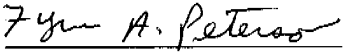
- 1) This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by the Parties, their successors and assigns. Any trees, grass or shrubbery placed on said easement shall be maintained by the owner of that Lot and their successors or assigns.
- 2) That Zegers will cause, at their cost, the construction of the storm sewer in accordance with plans designed by E & A Consulting Group and Zegers will replace or rebuild any and all damage to improvements caused by the installation of the Storm Sewer, except that damage to, or loss of, trees and shrubbery will not be compensated.
- 3) The foreclosure of any mortgage covering all or a portion of any Lots shall in no way affect or diminish any easement granted herein, for all such easements shall remain in full force and effect for the benefit of the grantees described herein. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of the owners, future owners, occupants, mortgagees, and their Permittees. The Parties expressly disclaims the creation of any rights in or for the benefit of the public generally.

- 4) The Parties, their successors and assigns, shall maintain the storm sewer contained upon their property. In the event the owner of the Lot fails to maintain the storm sewer contained upon their property then any any one or more of the benefitted Lots shall have the right and privilege to maintain the same and to be reimbursed for the costs associated from the owner of the Lot at the time of the required maintenance.
- 5) The Parties for themselves and for their successors and assigns, does hereby confirm with each and every one of the other Parties and their successors and assigns, that each of the Parties for itself 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 successors and assigns shall warrant and defend this easement to each of the owners of the benefitted properties and its assigns against the lawful claims and demands of all persons.
- 6) That this instrument contains the entire agreement of the Parties; that there are no other different agreements or understandings between the Parties or their agents; and that the Parties, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of any of the other Parties or their agents or employees, except as are set forth herein.
- 7) No covenant, restriction, condition or provision of this Easement Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.
- 8) The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement Agreement herein contained, as the case may be, shall not render the remainder of the Easement Agreement invalid, nor any other part therein contained.
- 9) This Easement Agreement may be amended by written instrument only signed by at least four of the owners of the Lots and recorded with the Register of Deeds of Sarpy County, Nebraska.
- 10) This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, this Easement Agreement was made effective the day first written herein above.

OWNERS OF LOT 1 CEDAR HOLLOW, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA,


 Gary D. Peterson

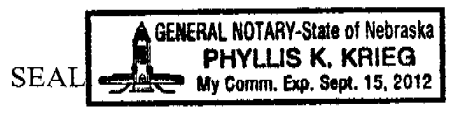

 Fyrm A. Peterson

STATE OF NEBRASKA)

C

COUNTY Douglas)ss.

The foregoing instrument was acknowledged before me this 28 day of February, 2008 by Gary D. Peterson and Fyrn A. Peterson, husband and wife.



Phyllis K. Krieg
Notary Public

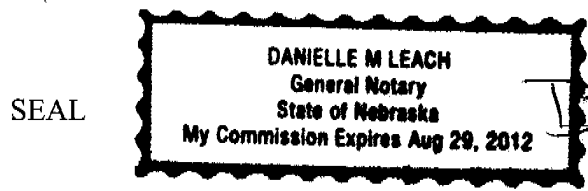
OWNERS OF LOT 2 CEDAR HOLLOW, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA,

Guy B. Reynolds
Guy B. Reynolds

Karen T. Reynolds
Karen T. Reynolds

STATE OF NEBRASKA)
)ss.
COUNTY Douglas)

The foregoing instrument was acknowledged before me this 20th day of February, 2008 by Guy B. Reynolds and Karen T. Reynolds, husband and wife.



Danielle M. Leach
Notary Public

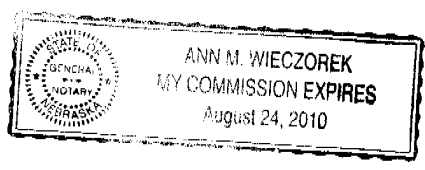
OWNERS OF LOT 3 CEDAR HOLLOW, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA,

Gordon Deas
Gordon Deas

STATE OF NEBRASKA)
)ss.
COUNTY SARPY)

The foregoing instrument was acknowledged before me this 22 day of FEB, 2008 by Gordon Deas.

SEAL Ann M. Wiczorek
Notary Public



D

OWNERS OF LOT 4 ~~AND LOT 6~~⁵ CEDAR HOLLOW, A SUBDIVISION AS SURVEYED,
PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA,

ZEGERS CONSTRUCTION, INC., A NEBRASKA CORPORATION,

Charles R. Zegers
Charles R. Zegers, President

STATE OF NEBRASKA)
)ss.
COUNTY Sarpy)

The foregoing instrument was acknowledged before me this 11 day of
December, 2008 by Charles R. Zegers, President, on behalf of Zegers Construction,
Inc., a Nebraska corporation.



Angela Ruff
Notary Public

OWNERS OF LOT 5 CEDAR HOLLOW, A SUBDIVISION AS SURVEYED, PLATTED AND
RECORDED IN SARPY COUNTY, NEBRASKA,

Julie Prokupek
Julie Prokupek

Patrick C. Prokupek
Patrick C. Prokupek

STATE OF NEBRASKA)
)ss.
COUNTY Dodge)

The foregoing instrument was acknowledged before me this 19 day of
February, 2008 by Patrick C. Prokupek and Julie Prokupek, husband and wife.



Michelle M. Cohee
Notary Public

E

OWNER OF LOT 6 CEDAR HOLLOW, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

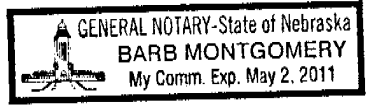
Salli S. Hajek
Salli S. Hajek

STATE OF NEBRASKA)

)ss.
COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 27 day of February, 2009 by Salli S. Hajek.

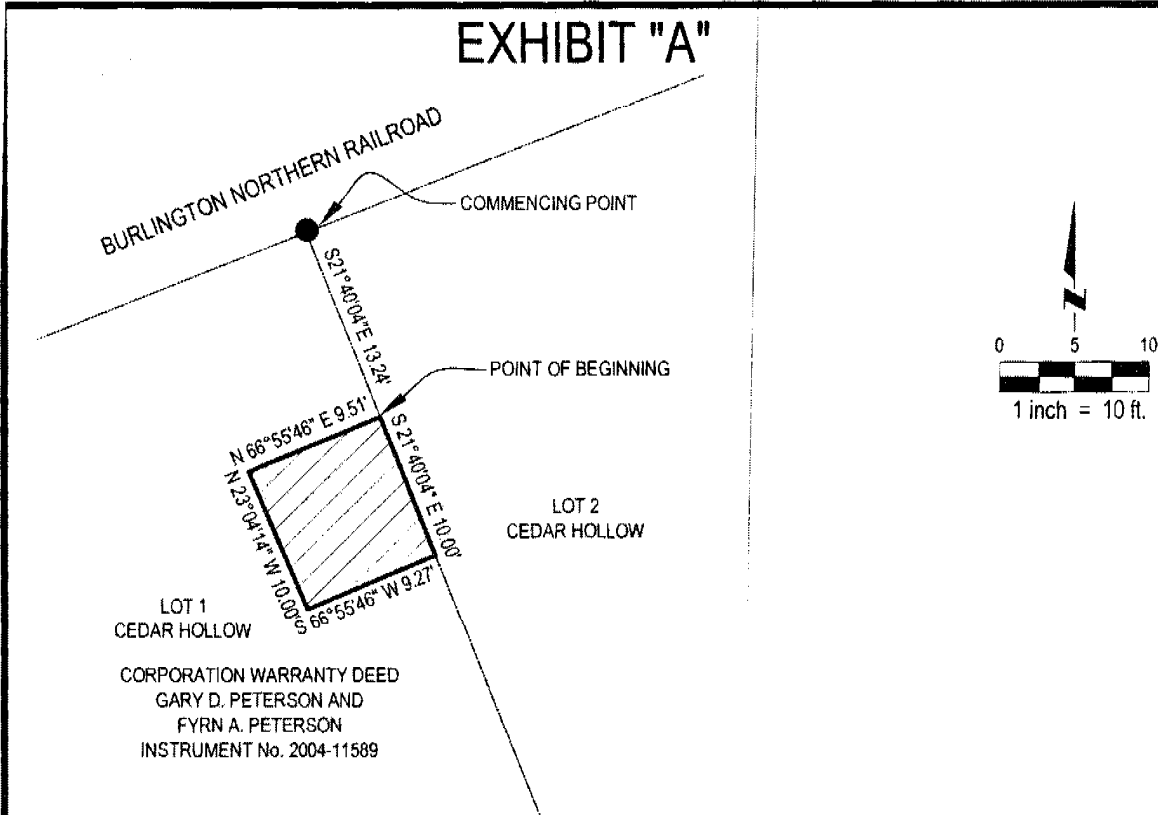
SEAL



Barb Montgomery
Notary Public

F

EXHIBIT "A"



LOT 1
CEDAR HOLLOW

LOT 2
CEDAR HOLLOW

CORPORATION WARRANTY DEED
GARY D. PETERSON AND
FYRN A. PETERSON
INSTRUMENT No. 2004-11589

LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 1, CEDAR HOLLOW, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, CEDAR HOLLOW, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, SAID CEDAR HOLLOW, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S21°40'04"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 1, CEDAR HOLLOW, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 2, CEDAR HOLLOW, A DISTANCE OF 13.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S21°40'04"E ALONG SAID EASTERLY LINE OF LOT 1, CEDAR HOLLOW, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 2, CEDAR HOLLOW, A DISTANCE OF 10.00 FEET; THENCE S66°55'46"W, A DISTANCE OF 9.27 FEET; THENCE N23°04'14"W, A DISTANCE OF 10.00 FEET; THENCE N66°55'46"E, A DISTANCE OF 9.51 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 94 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 885-4700

PERMANENT STORM SEWER EASEMENT

LOT 1, CEDAR HOLLOW
SARPY COUNTY, NEBRASKA

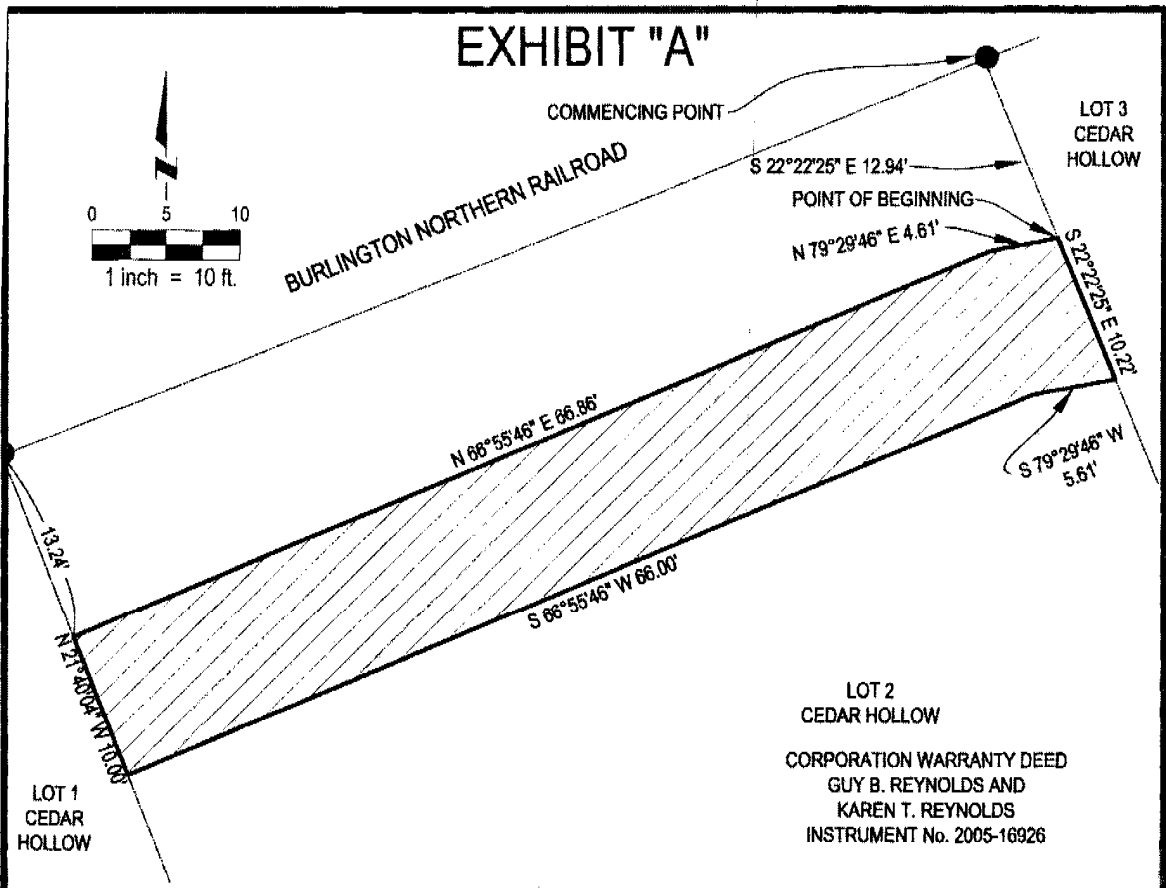
Drawn by: BJW Chkd by: *W.D. 9-8-08*

Chkd by: _____

Job No.: P2001.151.001

Date: 9/1/2008

G



LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 2, CEDAR HOLLOW, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, CEDAR HOLLOW, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 3, SAID CEDAR HOLLOW, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S22°22'25"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 2, CEDAR HOLLOW, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 3, CEDAR HOLLOW, A DISTANCE OF 12.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S22°22'25"E ALONG SAID EASTERLY LINE OF LOT 2, CEDAR HOLLOW, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 3, CEDAR HOLLOW, A DISTANCE OF 10.22 FEET; THENCE S79°29'46"W, A DISTANCE OF 5.61 FEET; THENCE S66°55'46"W, A DISTANCE OF 66.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, CEDAR HOLLOW, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 1, SAID CEDAR HOLLOW; THENCE N21°40'04"W ALONG SAID WESTERLY LINE OF LOT 2, CEDAR HOLLOW, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, CEDAR HOLLOW, A DISTANCE OF 10.00 FEET; THENCE N66°55'46"E, A DISTANCE OF 68.86 FEET; THENCE N79°26'46"E, A DISTANCE OF 4.61 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 715 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.



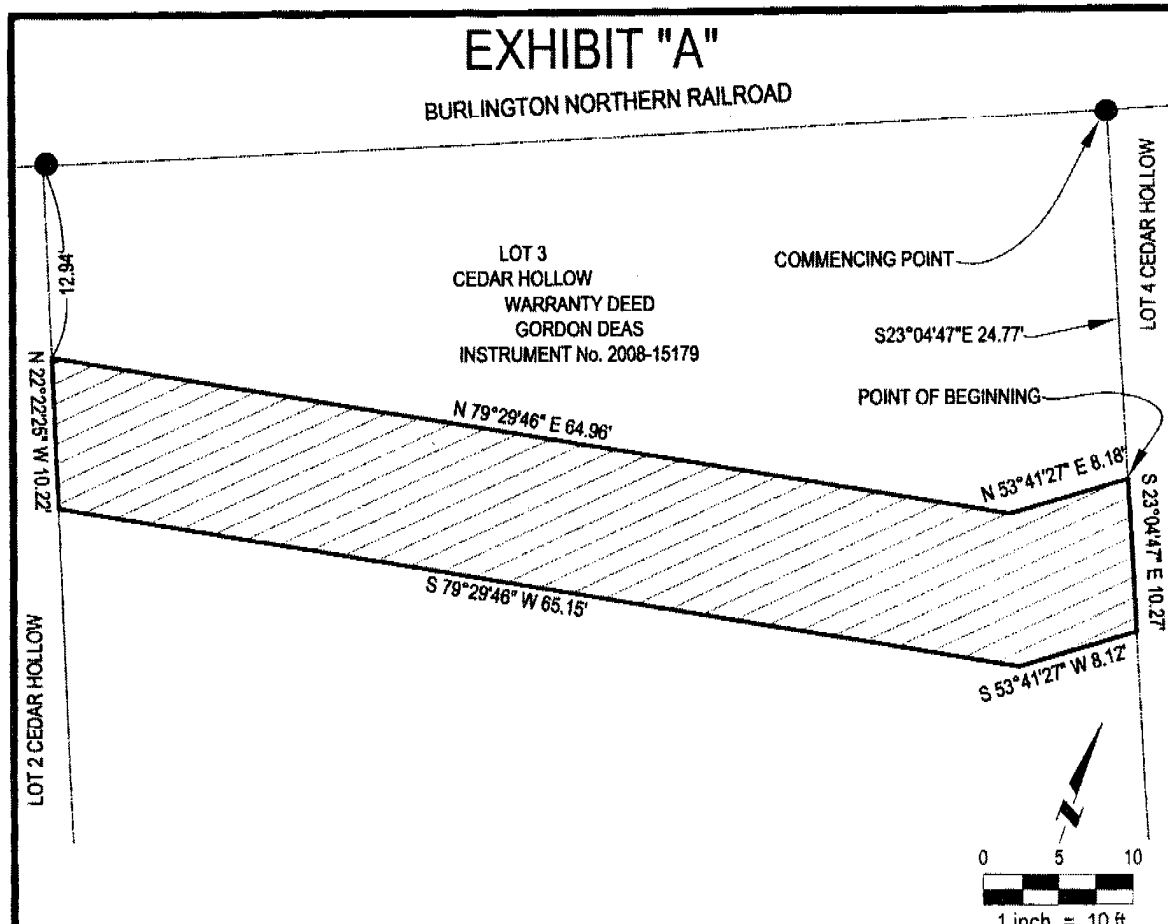
E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET, OMAHA, NE 68154 PHONE (402) 925-4700

PERMANENT STORM SEWER EASEMENT

LOT 2, CEDAR HOLLOW
SARPY COUNTY, NEBRASKA

Drawn by: BJW Chkd by: WBC 9-8-08 Chkd by: _____
Job No.: P2001.151.001 Date: 9/1/2008

H



LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 3, CEDAR HOLLOW, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, CEDAR HOLLOW, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 4, SAID CEDAR HOLLOW, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S23°04'47"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 3, CEDAR HOLLOW, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 4, CEDAR HOLLOW, A DISTANCE OF 24.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S23°04'47"E ALONG SAID EASTERLY LINE OF LOT 3, CEDAR HOLLOW, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 4, CEDAR HOLLOW, A DISTANCE OF 10.27 FEET; THENCE S53°41'27"W, A DISTANCE OF 8.12 FEET; THENCE S79°29'46"W, A DISTANCE OF 65.15 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3, CEDAR HOLLOW, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 2, SAID CEDAR HOLLOW; THENCE N22°22'25"W ALONG SAID WESTERLY LINE OF LOT 3, CEDAR HOLLOW, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 2, CEDAR HOLLOW, A DISTANCE OF 10.22 FEET; THENCE N79°29'46"E, A DISTANCE OF 64.96 FEET; THENCE N53°41'27"E, A DISTANCE OF 8.18 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 732 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.

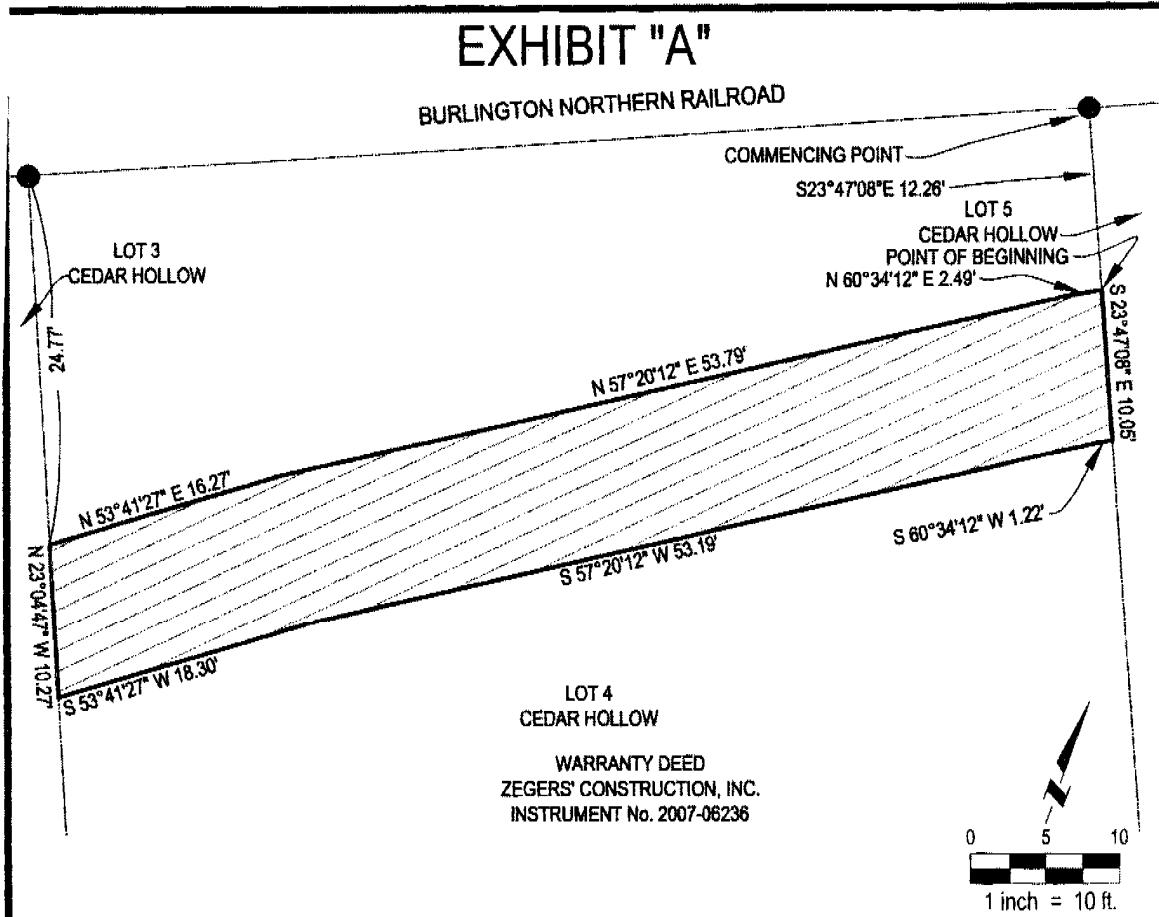
e&a E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET, OMAHA, NE 68154 PHONE: (402) 965-4700

Drawn by: BJW Chkd by: *unc 7-8-08* Chkd by: _____
 Job No.: P2001.151.001 Date: 9/1/2008

PERMANENT STORM SEWER EASEMENT
 LOT 3, CEDAR HOLLOW
 SARPY COUNTY, NEBRASKA

I

EXHIBIT "A"



LOT 4
CEDAR HOLLOW

WARRANTY DEED
ZEGERS' CONSTRUCTION, INC.
INSTRUMENT No. 2007-06236

LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 4, CEDAR HOLLOW, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4, CEDAR HOLLOW, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 5, SAID CEDAR HOLLOW, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S23°47'08"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 4, CEDAR HOLLOW, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 5, CEDAR HOLLOW, A DISTANCE OF 12.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S23°47'08"E ALONG SAID EASTERLY LINE OF LOT 4, CEDAR HOLLOW, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 5, CEDAR HOLLOW, A DISTANCE OF 10.05 FEET; THENCE S60°34'12"W, A DISTANCE OF 1.22 FEET; THENCE S57°20'12"W, A DISTANCE OF 53.19 FEET; THENCE S53°41'27"W, A DISTANCE OF 18.30 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 4, CEDAR HOLLOW, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 3, SAID CEDAR HOLLOW; THENCE N23°04'47"W ALONG SAID WESTERLY LINE OF LOT 4, CEDAR HOLLOW, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 3, CEDAR HOLLOW, A DISTANCE OF 10.27 FEET; THENCE N53°41'27"E, A DISTANCE OF 16.27 FEET; THENCE N57°20'12"E, A DISTANCE OF 53.79 FEET; THENCE S60°34'12"E, A DISTANCE OF 2.49 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 726 SQUARE FEET OR 0.017 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
332 NORTH 1117 1/2 STREET OMAHA, NE 68154 PHONE: (402) 895-4700

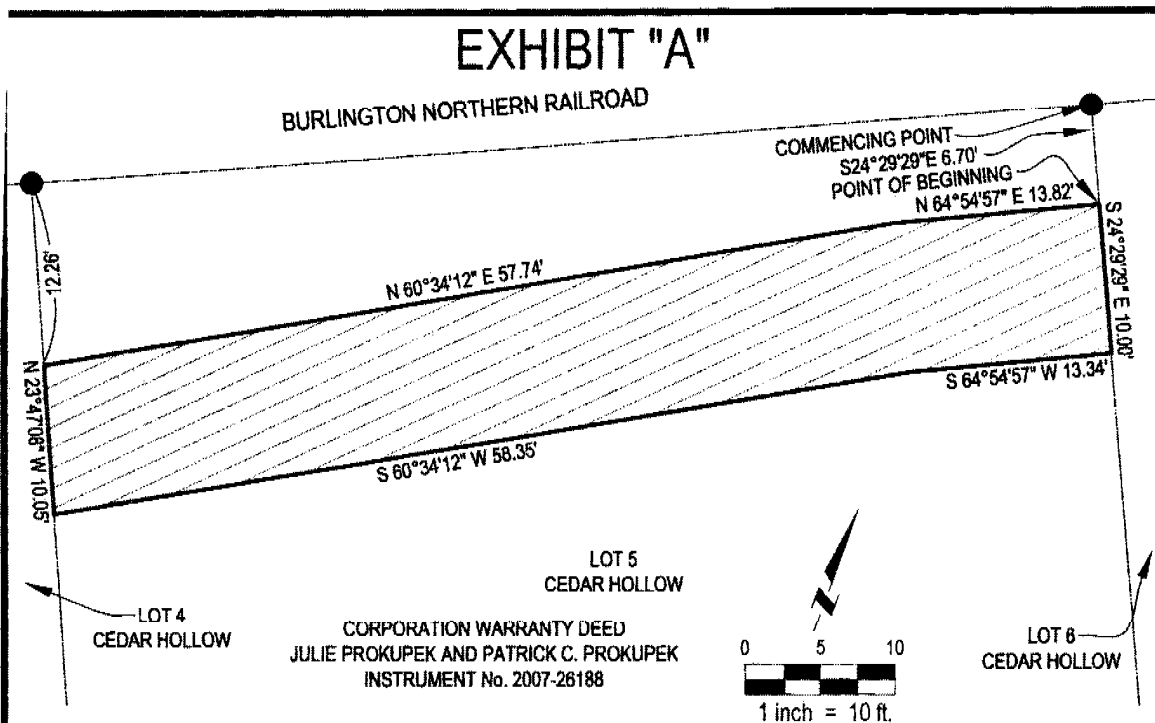
PERMANENT STORM SEWER EASEMENT

LOT 4, CEDAR HOLLOW
SARPY COUNTY, NEBRASKA

Drawn by: BJW Chkd by: *awc 9-8-08* Chkd by: _____

Job No.: P2001.151.001 Date: 9/1/2008

J



LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 5, CEDAR HOLLOW, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

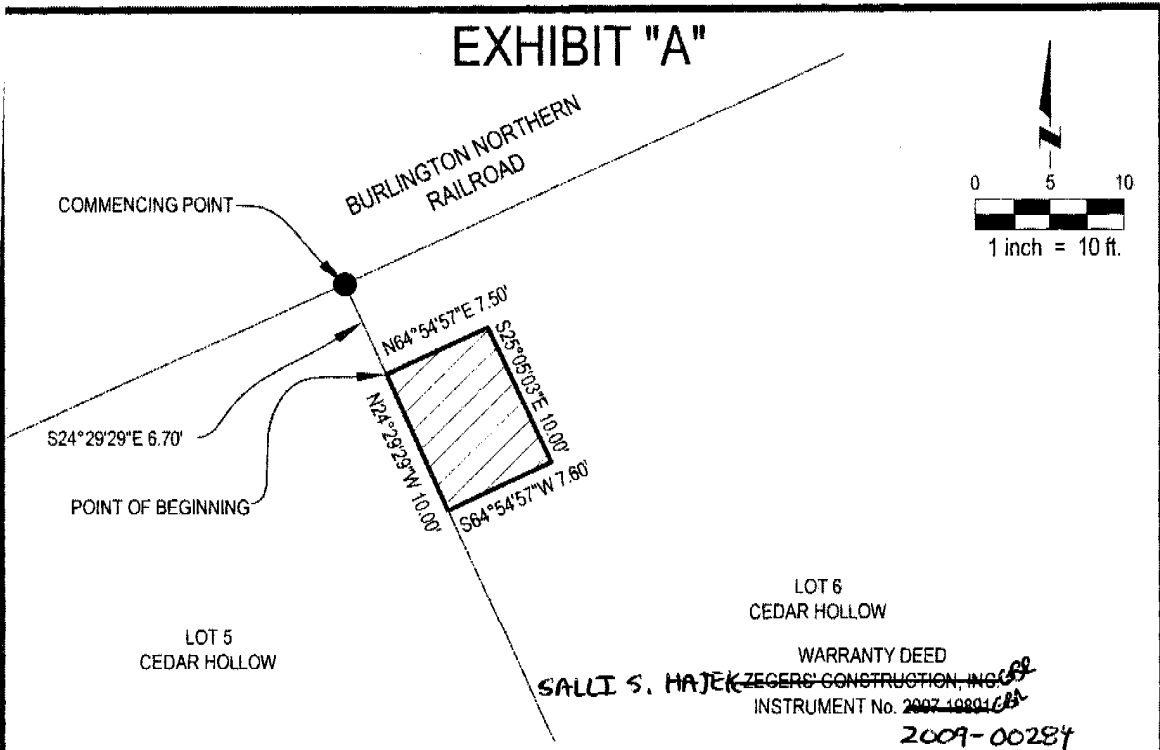
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, CEDAR HOLLOW, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 6, SAID CEDAR HOLLOW, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S24°29'29"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID LOT 5, CEDAR HOLLOW, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 6, CEDAR HOLLOW, A DISTANCE OF 6.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S24°29'29"E ALONG SAID EASTERLY LINE OF LOT 5, CEDAR HOLLOW, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 6, CEDAR HOLLOW, A DISTANCE OF 10.00 FEET; THENCE S64°54'57"W, A DISTANCE OF 13.34 FEET; THENCE S60°34'12"W, A DISTANCE OF 58.35 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 5, CEDAR HOLLOW, SAID LINE ALSO BEING THE EASTERLY LINE OF LOT 4, SAID CEDAR HOLLOW; THENCE N23°47'08"W ALONG SAID WESTERLY LINE OF LOT 5, CEDAR HOLLOW, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 4, CEDAR HOLLOW, A DISTANCE OF 10.05 FEET; THENCE N60°34'12"E, A DISTANCE OF 57.74 FEET; THENCE N64°54'57"E, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 716 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

	E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES <small>330 NORTH 117TH STREET OMAHA, NE 68114 PHONE (402) 865-4100</small>		PERMANENT STORM SEWER EASEMENT
	Drawn by: BJW Chkd by: <i>BJW 9-8-08</i> Chkd by: _____	LOT 5, CEDAR HOLLOW SARPY COUNTY, NEBRASKA	
Job No.: P2001.151.001		Date: 9/1/2008	

2009-06996 K

EXHIBIT "A"



LOT 6
CEDAR HOLLOW

WARRANTY DEED
SALLI S. HAJEK-ZEGERS CONSTRUCTION, INC. *CH*
INSTRUMENT No. 2007-10801 *CH*
2009-00284

LEGAL DESCRIPTION:

A PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 6, CEDAR HOLLOW, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, CEDAR HOLLOW, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 5, SAID CEDAR HOLLOW, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE S24°29'29"E (ASSUMED BEARING) ALONG THE WESTERLY LINE OF SAID LOT 6, CEDAR HOLLOW, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 5, CEDAR HOLLOW, A DISTANCE OF 6.70 FEET TO THE POINT OF BEGINNING; THENCE N64°54'57"E, A DISTANCE OF 7.50 FEET; THENCE S25°05'03"E, A DISTANCE OF 10.00 FEET; THENCE S64°54'57"W, A DISTANCE OF 7.60 FEET TO A POINT ON SAID WESTERLY LINE OF LOT 6, CEDAR HOLLOW, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 5, CEDAR HOLLOW; THENCE N24°29'29"W ALONG SAID WESTERLY LINE OF LOT 6, CEDAR HOLLOW, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 5, CEDAR HOLLOW, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT STORM SEWER EASEMENT CONTAINS AN AREA OF 76 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 696-4700

PERMANENT STORM SEWER EASEMENT

LOT 6, CEDAR HOLLOW
SARPY COUNTY, NEBRASKA

Drawn by: BJW Chkd by: *W.A. 9-8-08* Chkd by: _____
Job No.: P2001.151.001 Date: 9/1/2008

K:\Projects\2001\151\151p01\Plans\SITE 000.dwg, LOT6-P, 9/8/2008 12:14:55 PM, dlc, Legal (8.5" x 11")