

ah ah
ah ah
PROOF
FEES \$ 21.00
CHECK# 24015
C/M
REFUND
SHORT

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2010-02117

01/26/2010 9:36:02 AM

Floyd J. Dowling

REGISTER OF DEEDS



CORRECTED
PERMANENT SANITARY SEWER LINE AND WATER LINE
EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE made this 7 day of January, 2010, between Cheyenne Country Estates, LLC, a Nebraska limited liability company, hereinafter referred to as "Grantor", and Gretna Rural Fire District, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the Grantee, and its successors and assigns, an easement and right-of-way to construct, lay, maintain, operate, repair, relay, remove and reconstruct, at any time, a sanitary sewer line for the transportation of waste water, and all appurtenances thereto (the "Sanitary Sewer Line") and a water line for the transportation of water, and all appurtenances thereto (the "Water Line") together with the right of ingress and egress to and from the same and on, over, under and through lands described as follows:

PERMANENT EASEMENT

The following tracts in Cheyenne Country Estates, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and being described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the legal description of the easement and right-of-way (the "Easement Area").

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, and its successors and assigns under the terms set forth herein.

pkk
Record and return to: James E. Lang, 11718 Nicholas Street, Suite 101, Omaha, NE 68154

A

1. After completion of the initial installation of the Sanitary Sewer Line and Water Line, Grantee shall restore the surface of the Easement Area as nearly as possible to the condition existing prior to such work, and Grantee shall repair or restore any damage done by Grantee on any subsequent entry on the Easement Area.

2. Grantee is solely responsible for constructing, operating and maintaining the above-described improvements and Grantee shall indemnify and hold harmless the Grantor, and its successors and assigns, from any and all claims for personal injury or damage to property arising out of or in connection with construction, operation and maintenance of the above described improvements.

3. No building, improvement or other structure shall be placed over said Easement Area by the Grantor, or its successors or assigns, without the express written approval of the Grantee, provided, crops, grass, shrubbery, trees, landscaping and paving or other hard surfaces, may be installed within the Easement Area by the Grantor, and its successors and assigns, and that in the event it becomes necessary to repair, remove or replace said Sanitary Sewer Line or Water Line, the Grantee shall have the right to remove such improvements, and said premises shall thereafter be restored by the Grantee, its successors and assigns, to the condition thereof existing before said removal.

4. The Grantee shall be the owner of the Sanitary Sewer Line and Water Line installed within the Easement Area and nothing herein shall be construed to waive any right of Grantee or duty and power of Grantee respecting the ownership, use, operation, extensions and connections to the Sanitary Sewer Line and Water Line constructed and maintained hereunder.

5. This Permanent Sanitary Sewer Line and Water Line Easement and Right-of-Way has been corrected to set forth the correct legal description of the Easement Area which is attached hereto as Exhibit "A", and replaces the Permanent Sanitary Sewer Line and Water Line Easement and Right-of-Way dated December 3, 2009 and recorded in the Register of Deeds, Sarpy County, Nebraska, on December 23, 2009 as Instrument No. 2009-40273, which contains the incorrect legal description of the Easement Area and which is being terminated and released pursuant to a Termination and Release of Permanent Sanitary Sewer Line and Water Line Easement and Right-of-Way instrument dated as of the same date hereof and recorded on the same date that this instrument is being recorded.

6. The Grantor is a lawful possessor of the real estate described herein, and has good, right, and lawful authority to make such conveyance.

7. The person executing this instrument represents that he has authority to execute it on behalf of the company.

IN WITNESS WHEREOF, Grantor causes this Permanent Sanitary Sewer Line and Water Line Easement and Right of Way to be signed on the above date.

CHEYENNE COUNTRY ESTATES, LLC,
a Nebraska limited liability company

By: Michael L. Riedmann
Its Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on January 7, 2010, by Michael L. Riedmann, the Manager of Cheyenne Country Estates, LLC, a Nebraska limited liability company, and acknowledged same to be the voluntary act and deed of said company.



Alice A. Lawrence
Notary Public

2010-02117 C

EXHIBIT "A"

The east 15 feet of Lot 69 and the west 15 feet of Lot 68, Cheyenne Country Estates, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.