

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-54681

2003 SEP 24 P 2:37

Sharon J. Dowling
REGISTER OF DEEDS

Counter SM ✓
Verify M
D.E. J
Proof CM
Fee \$ 58.50
EK Cash Chg
93357 Stamped Copy

PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **H & T DEVELOPMENT, LLC**, a Nebraska limited liability company, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto the *City of Springfield, Nebraska, a municipal corporation*, hereinafter referred to as CITY, and to its successors and assigns, and *Sanitary and Improvement District No. 248 of Sarpy County, Nebraska, a Nebraska political subdivision*, hereinafter referred to as SID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See Exhibits "A", "B", "C", "D" and "E" attached hereto

TO HAVE AND TO HOLD unto CITY, its successors and assigns, and SID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage way continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the CITY and SID 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, his, her or their successors and assigns without express approval of the CITY. Improvements which may be approved by 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, his, her or their heirs, successors or assigns.
- 2) That CITY or SID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee or representative of the CITY and SID and any of said construction and work.
- 4) That CITY or SID 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 for himself, herself or themselves and his, her or their heirs, executors and administrators does or do confirm with the said CITY and SID and their assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property and that he, she or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he, she or they will, and his, her or their heirs, executors and administrators, shall warrant and defend this permanent easement to said CITY or SID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or SID may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.

Return to:

RWR
5/26
John Q. Bachman
GAINES PANSING & HOGAN LLP
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114

A

- 7) The CITY reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.
- 8) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or SID 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 SID or their agents or employees, except as are set forth herein (if applicable): NONE

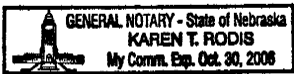
IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 28th day of AUGUST, 2003.

H & T DEVELOPMENT, LLC, a Nebraska limited liability company

By [Signature]
Robert W. Hill, Manager

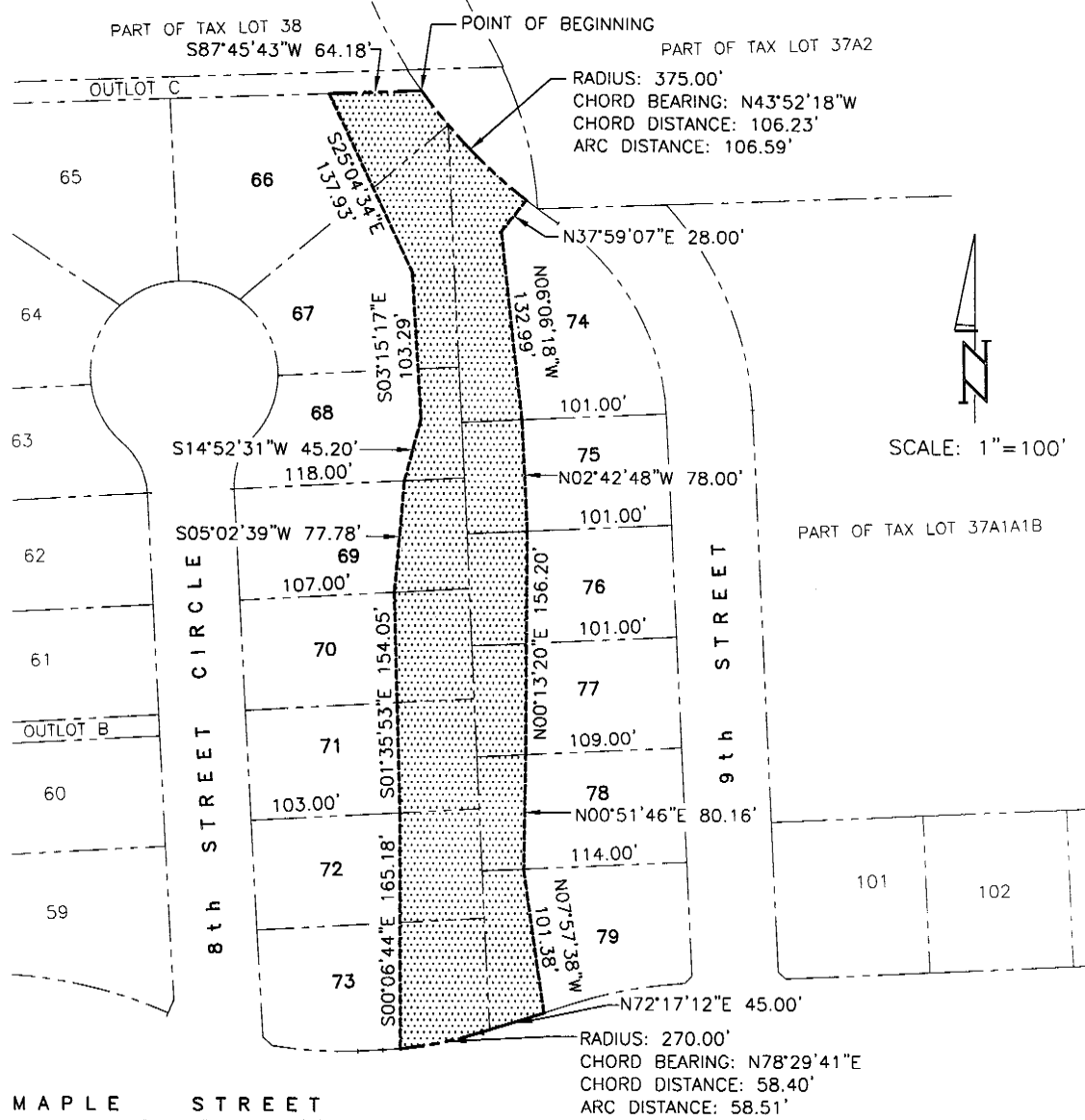
STATE OF NEBRASKA)
) ss.:
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2003, by Robert W. Hill, Manager of H & T Development, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

B

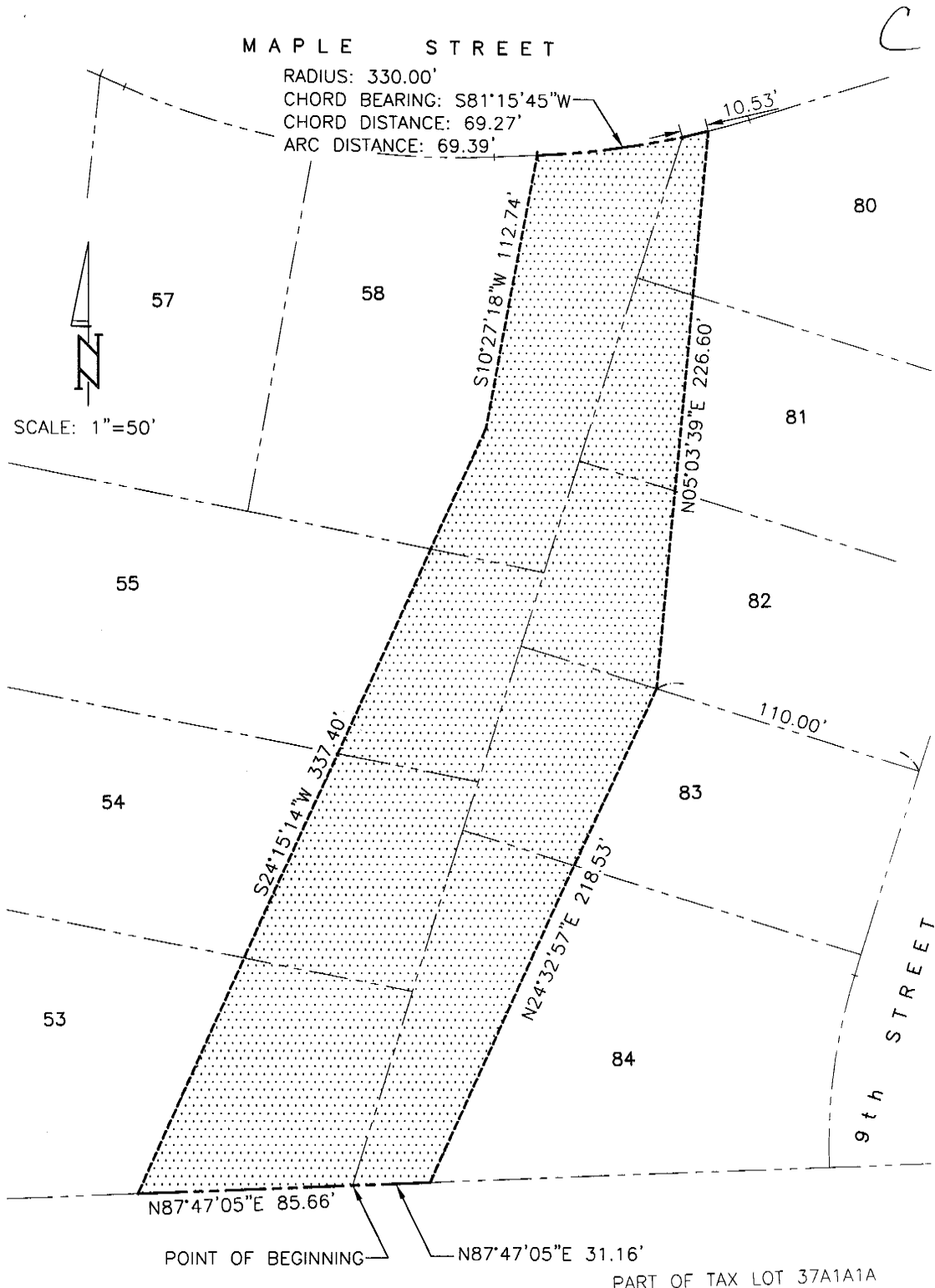


**MAPLE STREET
LEGAL DESCRIPTION—SEWER AND DRAINAGE EASEMENT**

THAT PART OF LOTS 66 THROUGH 79, SOUTHCREST HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT A NE CORNER OF SAID LOT 66; THENCE S87°45'43"W (ASSUMED BEARING) 64.18 FEET ON THE NORTH LINE OF SAID LOT 66; THENCE S25°04'34"E 137.93 FEET; THENCE S03°15'17"E 103.29 FEET; THENCE S14°52'31"W 45.20 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 69, SAID POINT BEING 118.00 FEET FROM THE NW CORNER OF SAID LOT 69; THENCE S05°02'39"W 77.78 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 70, SAID POINT BEING 107.00 FEET FROM THE NW CORNER OF SAID LOT 70; THENCE S01°35'53"E 154.05 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 72, SAID POINT BEING 103.00 FEET FROM THE NW CORNER OF SAID LOT 72; THENCE S00°06'44"E 165.18 FEET TO THE SOUTH LINE OF SAID LOT 73; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 73 ON A NON-TANGENT 270.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N78°29'41"E, CHORD DISTANCE 58.40 FEET, AN ARC DISTANCE OF 58.51 FEET; THENCE N72°17'12"E 45.00 FEET ON THE SOUTH LINES OF SAID LOTS 73 AND 79; THENCE N07°57'38"W 101.38 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 79, SAID POINT BEING 114.00 FEET FROM THE NE CORNER OF SAID LOT 79; THENCE N00°51'46"E 80.16 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 78, SAID POINT BEING 109.00 FEET FROM THE NE CORNER OF SAID LOT 78; THENCE N00°13'20"E 156.20 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 76, SAID POINT BEING 101.00 FEET FROM THE NE CORNER OF SAID LOT 76; THENCE N02°42'48"W 78.00 FEET ON A LINE 101.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 75 TO THE NORTH LINE OF SAID LOT 75; THENCE N06°06'18"W 132.99 FEET; THENCE N37°59'07"E 28.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 74; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINES OF SAID LOTS 74 AND 66 ON A NON TANGENT 375.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N43°52'18"W, CHORD DISTANCE 106.23 FEET, AN ARC DISTANCE OF 106.59 FEET TO THE POINT OF BEGINNING.

H & T PROPERTY TD2 FILE NO.: 1250-101-EASE-E DATE: APRIL 21, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "A"



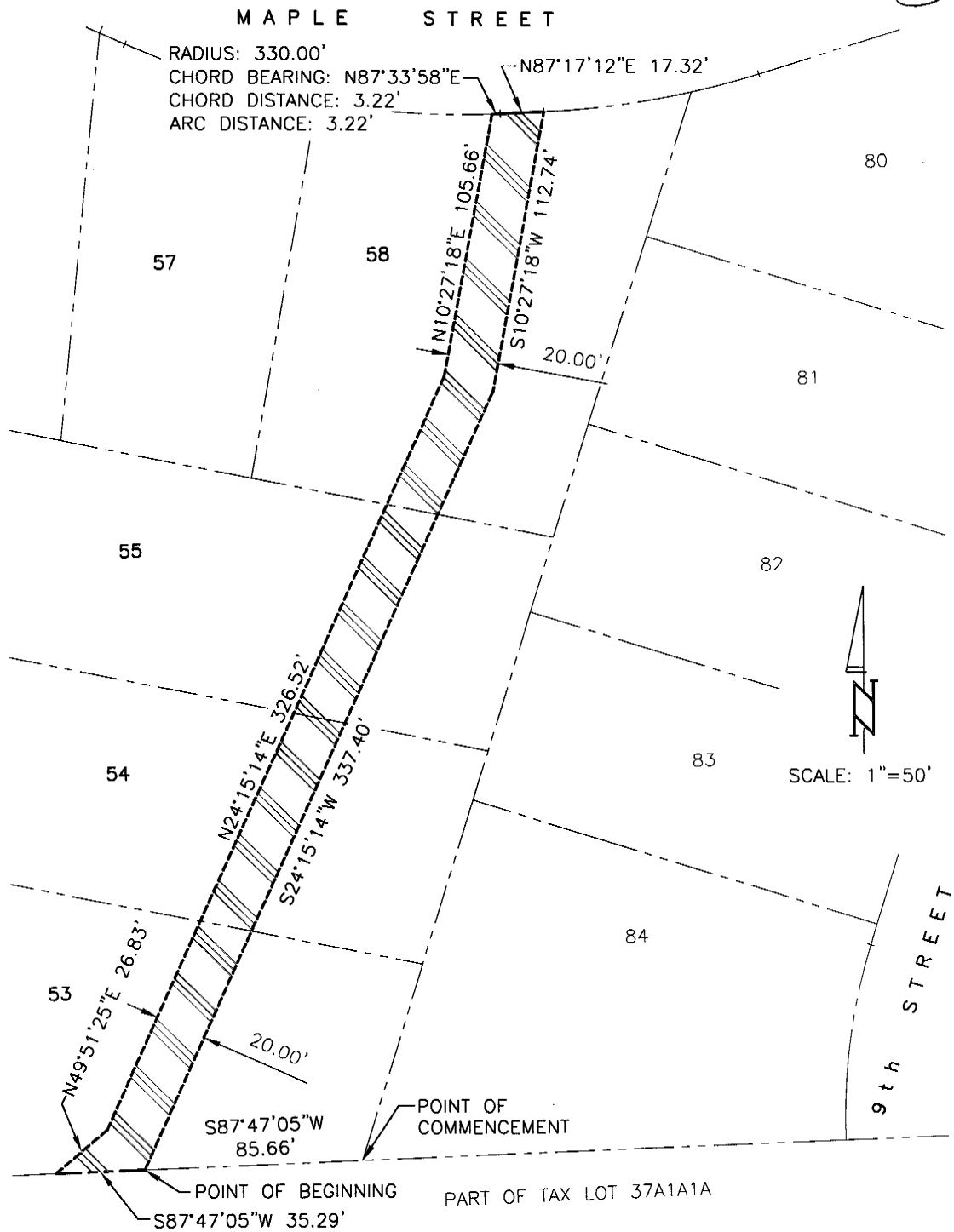
LEGAL DESCRIPTION—SEWER AND DRAINAGE EASEMENT

THAT PART OF LOTS 53, 54, 55, 58, 80, 81, 82, 83 AND 84, SOUTHCREST HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 84; THENCE N87°47'05"E (ASSUMED BEARING) 31.16 FEET ON THE SOUTH LINE OF SAID LOT 84; THENCE N24°32'57"E 218.53 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 83, SAID POINT BEING 110.00 FEET FROM THE NE CORNER OF SAID LOT 83; THENCE N05°03'39"E 226.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 80, SAID POINT BEING 10.53 FEET FROM THE NW CORNER OF SAID LOT 80; THENCE SOUTHWESTERLY ON THE NORTH LINES OF SAID LOTS 80 AND 58 ON A NON-TANGENT 330.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S81°15'45"W, CHORD DISTANCE 69.27 FEET, AN ARC DISTANCE OF 69.39 FEET; THENCE S10°27'18"W 112.74 FEET ON A NON-TANGENT LINE; THENCE S24°15'14"W 337.40 FEET TO THE SOUTH LINE OF SAID LOT 53; THENCE N87°47'05"E 85.66 FEET ON THE SOUTH LINE OF SAID LOT 53 TO THE POINT OF BEGINNING.

H & T PROPERTY TD2 FILE NO.: 1250-101-EASE-D DATE: APRIL 21, 2003
 THOMPSON, DRESSSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT B

D



LEGAL DESCRIPTION—SANITARY SEWER EASEMENT

THAT PART OF LOTS 53, 54, 55 AND 58, SOUTHCREST HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 53; THENCE S87°47'05"W (ASSUMED BEARING) 85.66 FEET ON THE SOUTH LINE OF SAID LOT 53 TO THE POINT OF BEGINNING; THENCE CONTINUING S87°47'05"W 35.29 FEET ON THE SOUTH LINE OF SAID LOT 53; THENCE N49°51'25"E 26.83 FEET; THENCE N24°15'14"E 326.52 FEET; THENCE N10°27'18"E 105.66 FEET TO THE NORTH LINE OF SAID LOT 58; THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID LOT 58 ON A NON-TANGENT 330.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N87°33'58"E, CHORD DISTANCE 3.22 FEET, AN ARC DISTANCE OF 3.22 FEET; THENCE N87°17'12"E 17.32 FEET ON THE NORTH LINE OF SAID LOT 58; THENCE S10°27'18"W 112.74 FEET; THENCE S24°15'14"W 337.40 FEET TO THE POINT OF BEGINNING.

H & T PROPERTY TD2 FILE NO.: 1250-101-EASE-C DATE: APRIL 21, 2003
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "D"



SCALE: 1"=30'

LEGAL DESCRIPTION—SANITARY SEWER EASEMENT

THE NORTH 30.00 FEET IN WIDTH OF OUTLOT A, SOUTHCREST HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

EXHIBIT "E"