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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY
STAMP TAX

2015-13337

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06/09/2015 10:31:30 AM

Lloyd J. Dowling

By: counter3

REGISTER OF DEEDS



EASE

DECLARATION OF EASEMENT (PCSMP)

THIS DECLARATION OF EASEMENT (PCSMP) is made this 22nd day of May, 2015, by SGTS, LLC, a Nebraska limited liability company ("Declarant").

WHEREAS, Declarant is the owner of Lot 1, Sarpy County Industrial Park Replat 3, ("La Vista Lot 1"), which contains an existing post-construction storm water management planning easement area ("Existing PCSMP Easement Area"), all as shown on Exhibit "A" attached hereto;

WHEREAS, Declarant is also the owner of (i) Lot 2, Sarpy County Industrial Park Replat 3 ("La Vista Lot 2"), and (ii) Part of Lot 2, Sarpy County Industrial Park Replat 1 ("Papillion Lot 2"), each subject to all easements, reservations, covenants and restrictions of record (collectively, the "Lots"), and all as shown on Exhibit "B" attached hereto;

WHEREAS, for the purposes of protecting the value and desirability of La Vista Lot 1 and the Lots, and for other reasons, Declarant desires through execution of this instrument to reserve certain rights and impose certain obligations respecting La Vista Lot 1 and the Lots on the present and future owners of the fee simple title to La Vista Lot 1 and the Lots.

NOW, THEREFORE, Declarant hereby declares that La Vista Lot 1 shall be held, sold and conveyed subject to the following easement which shall run with La Vista Lot 1 for the benefit of the Lots and shall be binding on all parties having any right, title and interest in any of La Vista Lot 1 or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of the Lots:

1. Definitions. For purposes of this instrument, "La Vista Lot 1 Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to La Vista Lot 1, but excluding those having such interest merely as security for the performance of an obligation. For purposes of this instrument, "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to La Vista Lot 2 and Papillion Lot 2, but excluding those having such interest merely as security for the performance of an obligation. For purposes of this instrument, "Owner" shall mean and refer to the La Vista Lot 1 Owner or any Lot Owner, as applicable.

A

2. Stormwater Easement. Declarant hereby grants and conveys to the Lot Owners a perpetual, non-exclusive easement in, to, over, under, along and across that portion of La Vista Lot 1 necessary for access to and from, installation, operation, flow, passage, use, maintenance, connection and repair of all stormwater drainage improvements beneficial to the Lots to allow stormwater to drain from the Lots and into the Proposed PCSMP Easement Area as shown on Exhibit "B". Additionally, Declarant hereby grants and conveys to the Lot Owners a perpetual, non-exclusive easement in, to, over, under, along and across that portion of La Vista Lot 1 necessary for storm water drainage flowing from the Lots to La Vista Lot 1, and including, but not limited to, utilizing any detention pond which may be located on La Vista Lot 1.

3. Initial Construction. The Lot Owners shall obtain any necessary permits for construction of the stormwater drainage improvements and any other necessary private infrastructure placed on La Vista Lot 1 and the Lots to support their respective development to utilize the Proposed PCSMP Easement Area (collectively, the "Improvements") and shall install the Improvements in a manner that complies with all governmental and regulatory requirements.

4. Maintenance. The La Vista Lot 1 Owner shall maintain the Proposed PCSMP Easement Area in good condition, all as required by governmental and regulatory requirements. The Lot Owners shall maintain any Improvements necessary to allow the stormwater drainage from the Lots into the Proposed PCSMP Easement Area.

5. Compliance with Other Agreements. Any Owner which benefits from and/or connects his/her/its Lot to the Improvements must comply with all of the terms and conditions set forth in this Declaration of Easement (PCSMP) with regard to his/her/its Lot. In the event that an Owner violates the terms of this Declaration of Easement (PCSMP), said Owner shall be responsible for paying any fees or charges which might be assessed against Declarant or any other Owners due to such Owner's actions.

6. Insurance. Each Owner shall carry its own comprehensive or commercial general liability insurance on its respective Lot and said insurance shall extend to the Improvements.

7. Covenants Running With the Land. The right to use the Proposed PCSMP Easement Area and Improvements shall be non-exclusive and shall run with the land and shall be for the benefit of the Lot Owners, their successors or assigns, tenants, sub-tenants, employees, customers and business invitees. The responsibility to maintain the Proposed PCSMP Easement Area and Improvements shall run with the land and shall be for the benefit of the Owners, their successors or assigns, tenants, sub-tenants, employees, customers and business invitees. Any amendment to this Declaration of Easement (PCSMP) shall require the written approval of the City of Papillion and the City of La Vista, in addition to the Declarant and any Owner.

8. Attorneys' Fees and Costs. If any Owner engages an attorney to enforce the provisions of this Declaration of Easement (PCSMP) against any other Owner(s), then the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees and costs incurred.

[The remainder of this page intentionally left blank; signature page follows.]

B

DATED this 22 day of May, 2015.

SGTS, LLC, a Nebraska limited liability company

By: _____
Its: MANAGER

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

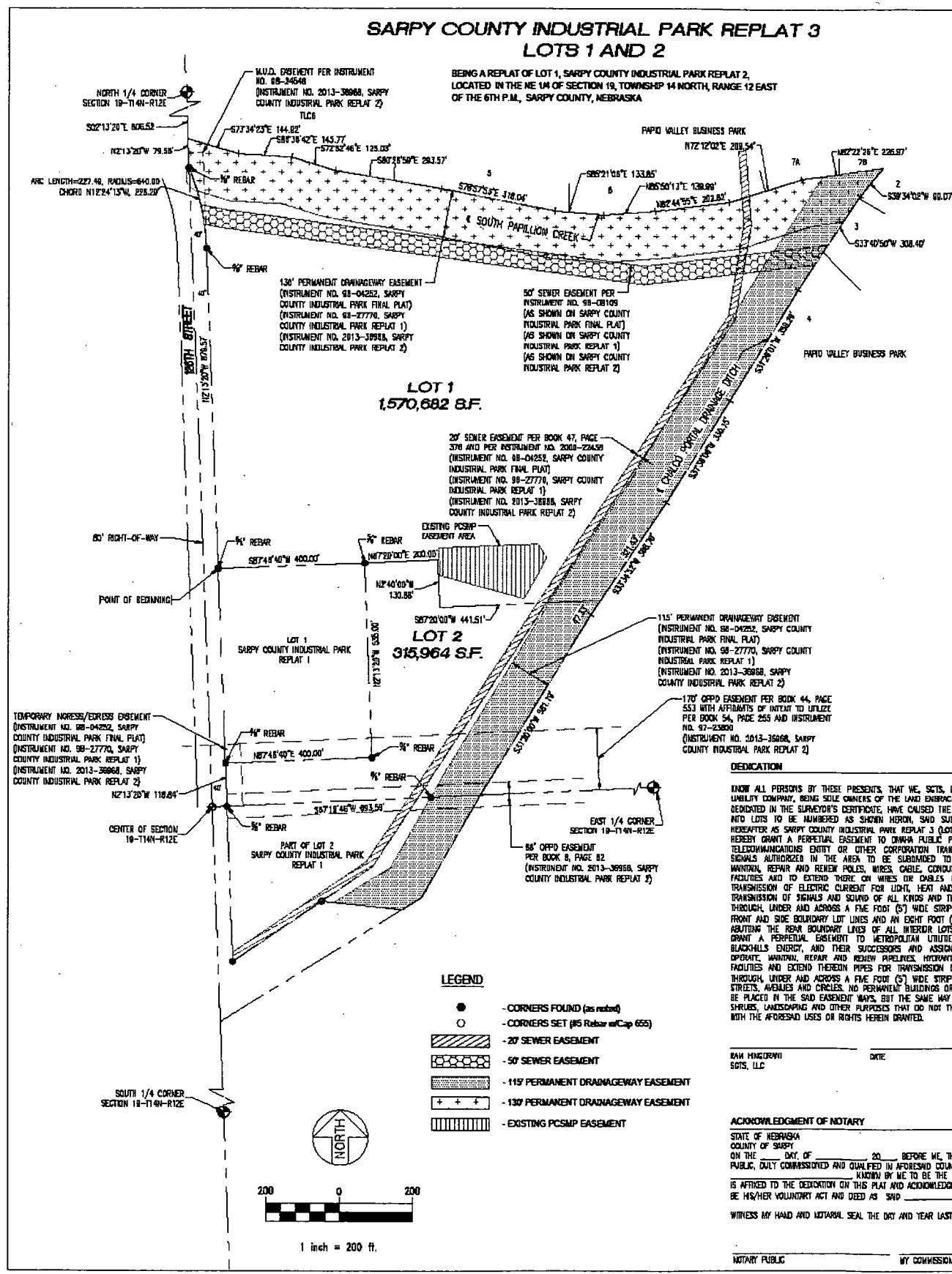
The foregoing instrument was acknowledged before me this 22nd day of May, 2015, by Ram Hingorani, manager of SGTS, LLC, a Nebraska limited liability company, for and on behalf of said company.

Michelle Halstead
Notary Public



EXHIBIT "A"

LA VISTA LOT 1 AND EXISTING PCSMP EASEMENT AREA



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS SARPY COUNTY INDUSTRIAL PARK REPLAT 3, BEING A REPLATING OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, DESCRIBED AS FOLLOWS:

LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SAID SARPY COUNTY INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N02°13'20"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET, A DISTANCE OF 878.57 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, ON A CURVE TO THE LEFT WITH A RADIUS OF 660.00 FEET, A DISTANCE OF 227.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N122°41'13"W, A DISTANCE OF 228.23 FEET TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF SECTION 19; THENCE N21°32'00"W ALONG SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, SAID LINE ALSO BEING SAID WEST LINE OF THE NE 1/4 OF SECTION 19, A DISTANCE OF 78.56 FEET TO A POINT ON THE CENTERLINE OF THE SOUTH PAVILLION CREEK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2; THENCE SOUTHEASTERLY AND NORTHWESTERLY ALONG SAID CENTERLINE OF THE SOUTH PAVILLION CREEK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, ON THE FOLLOWING DESCRIBED COURSE: THENCE S73°34'23"E, A DISTANCE OF 144.82 FEET; THENCE S82°36'42"E, A DISTANCE OF 145.77 FEET; THENCE S72°52'44"E, A DISTANCE OF 125.03 FEET; THENCE S80°28'58"E, A DISTANCE OF 283.57 FEET; THENCE S70°57'53"E, A DISTANCE OF 318.04 FEET; THENCE S89°21'06"E, A DISTANCE OF 133.85 FEET; THENCE N89°50'13"E, A DISTANCE OF 138.80 FEET; THENCE N82°44'55"E, A DISTANCE OF 202.82 FEET; THENCE N72°12'02"E, A DISTANCE OF 208.54 FEET; THENCE N82°22'28"E, A DISTANCE OF 228.87 FEET TO THE INTERSECTION OF SAID CENTERLINE OF THE SOUTH PAVILLION CREEK AND THE CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, ON THE FOLLOWING DESCRIBED COURSE: THENCE S38°34'04"W, A DISTANCE OF 88.07 FEET; THENCE S32°40'52"E, A DISTANCE OF 308.40 FEET; THENCE S31°30'10"W, A DISTANCE OF 358.28 FEET; THENCE S31°36'16"W, A DISTANCE OF 338.15 FEET; THENCE S33°34'52"W, A DISTANCE OF 368.76 FEET; THENCE S31°20'00"W, A DISTANCE OF 581.18 FEET TO THE INTERSECTION OF SAID CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH AND THE SOUTH LINE OF SAID NE 1/4 OF SECTION 19; THENCE S87°19'48"W, ALONG SAID SOUTH LINE OF THE NE 1/4 OF SECTION 19, A DISTANCE OF 683.59 FEET TO A POINT ON SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N02°13'20"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, A DISTANCE OF 118.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE N07°45'46"E ALONG THE SOUTH LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 400.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE N02°13'20"W ALONG THE EAST LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 535.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE S87°48'40"W ALONG THE NORTH LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF LAND 1,688,648 SQ. FT. OR 43.311 ACRES MORE OR LESS.

TIMOTHY J. CONWAY R.L.S. # 655 DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS
REVIEW BY SARPY COUNTY SURVEYOR

THIS PLAT OF SARPY COUNTY INDUSTRIAL PARK REPLAT 3 WAS REVIEWED BY THE OFFICE OF SARPY COUNTY SURVEYOR ON THIS _____ DAY OF _____ 20____.

SARPY COUNTY SURVEYOR (SEAL)

COUNTY TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF SARPY COUNTY INDUSTRIAL PARK REPLAT 3 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS _____ DAY OF _____ 20____, IN ACCORDANCE WITH STATE STATUTES OF NEBRASKA.

ATTEST: CITY CLERK WATOR

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF SARPY COUNTY INDUSTRIAL PARK REPLAT 3 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ 20____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

APPROVAL OF SARPY COUNTY REGISTRAR OF DEEDS

RECORDED ON THIS _____ DAY OF _____ 20____.

SARPY COUNTY REGISTRAR OF DEEDS DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, SGTCS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING SOLE OWNERS OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE KNOWN HEREAFTER AS SARPY COUNTY INDUSTRIAL PARK REPLAT 3 (LOTS 1 AND 2) AND WE DO HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED IN THE AREA TO BE SUBMITTED TO USE, ERECT, OPERATE, MAINTAIN, REPAIR AND REVENUE POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUND OF ALL KINDS AND THE RECEPTION OR, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES AND AN EIGHT FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, BLACKHILLS ENERGY, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REVENUE PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES AND EXTEND THEREON PIPES FOR TRANSMISSION OF GAS AND WATER OR, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ABUTTING ALL STREETS, AVENUES AND CIRCLES, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE FORESAID USES OR RIGHTS HEREIN GRANTED.

BAH HINGORNI DATE
SGCS, LLC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

ON THE _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED _____ KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID _____

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC BY COMMISSION EXPIRES _____

CITY OF LA VISTA, NEBRASKA	
APPROVED	DATE
DRAWN	DATE
CHECKED	DATE
DATE	DATE

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

SARPY COUNTY INDUSTRIAL PARK REPLAT 3
LOTS 1 AND 2
SARPY COUNTY, NEBRASKA

FINAL PLAT

JOB NO. 06416.005

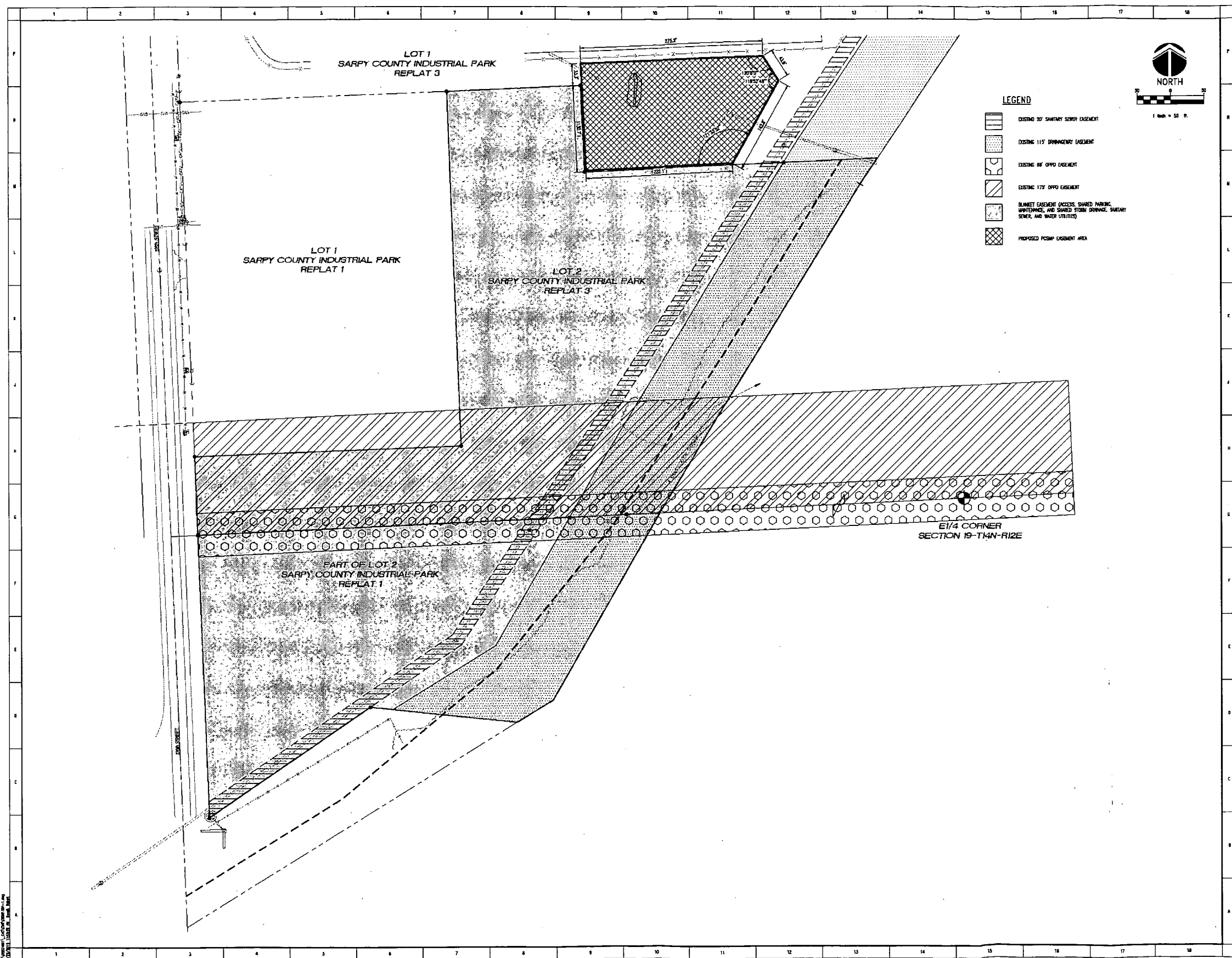
SHEET 1 of 1

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EXHIBIT "B"

LOTS AND PROPOSED PCSMP EASEMENT AREA



NO.	DATE	BY	DESCRIPTION

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

SARPY COUNTY INDUSTRIAL PARK REPLAT 3
LOTS 1 AND 2
PRELIMINARY PLAT
LA VISTA, NEBRASKA
EASEMENT PLAN

PROJECT NO.: 06601.001

C1-06