

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2001-23300

2001 JUL 27 P 4:18 P

Shirley J. Lowrey

REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ *21.00*

Ck ☒ Cash ☐ Chg ☒ *82175* *50*
STS

PERMANENT STORM SEWER EASEMENT
Lots 6 and 7, Papio Valley 2 Business Park
Sarpy County, Nebraska

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, Papio Valley, L.L.C., a Nebraska limited liability company, ("Grantor"), hereby grants, transfers and conveys to Sanitary and Improvement District No. 214 of Sarpy County, Nebraska, ("Grantee"), its successors and assigns, a perpetual easement for the location, construction, reconstruction, maintenance, operation and repair of storm sewer improvements and any and all related appurtenances and equipment incidental thereto, under, upon, over and through that certain tract of land ("Permanent Easement Area"), more particularly described as follows:

The Northerly 15 feet of Lot 6 and the Westerly 15 feet of the Northerly 50 feet of Lot 7, all in Papio Valley 2 Business park, a subdivision as platted and recorded in Sarpy County, Nebraska all as shown in Exhibit "A", attached hereto.

Subject to the right of the Grantee to use the same for the purpose herein expressed, Grantor reserves for itself, its successors, assigns, licensees and invitees the right and privilege to fully use, enjoy, and maintain the Permanent Easement Area, including, but not limited to, the right to farm or to install and construct driveways, parking area surfacing, retaining wall(s) (provided that the base of such retaining wall(s) may only be located within the northerly three feet of the Permanent Easement Area), and to place and install landscaping, upon and over the Permanent Easement Area; provided, however, Grantor acknowledges and agrees, except as permitted above, no buildings or structures shall be placed thereon, and the activities of Grantor shall not interfere with or jeopardize the construction, installation, maintenance, repair, use or operation of the storm sewer improvements. Grantee, its successors and assigns shall be responsible for repair, replacement, and restoration of any damage done to driveways, parking area surfacing, retaining wall(s), landscaping, and other permitted improvements in and around the Permanent Easement Area, which damage results from such party's exercise of the rights granted under this easement.

Dated: this 20 day of July, 2001.

GRANTOR:

PAPIO VALLEY, L.L.C., a
Nebraska limited liability company

By: *[Signature]*
Dean T. Hokanson, Jr. (Managing Member)

CONSENT OF LENDER

KNOW ALL MEN BY THESE PRESENTS that Wells Fargo Bank Nebraska, N.A., as successor to National Bank of Commerce Trust and Savings Association, being the Trustee and

2001-23300A

Beneficiary under that certain Deed of Trust executed by Papio Valley, L.L.C., a Nebraska limited liability company, as Trustor dated June 6, 2000 and recorded June 6, 2000 as Instrument No. 2000-13467 in the records of the Register of Deeds of Sarpy County, Nebraska, which encumbers the Permanent Easement Area described above, hereby ratifies and approves of the easements granted herein.

Dated: this 20TH day of JULY, 2001.

WELLS FARGO BANK NEBRASKA, N.A., as
successor to National Bank of Commerce Trust and
Savings Association, Trustee and Beneficiary

By: Daniel E. Walsh
Daniel E. Walsh, Senior Vice President

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2001, by Dean T. Hokanson, Jr., Managing Member on behalf of PAPIO VALLEY, L.L.C., a Nebraska limited liability company.

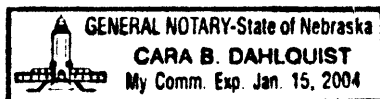
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on July 20, 2001 by Daniel E. Walsh, Senior Vice Pres. of Wells Fargo Bank Nebraska, N.A., as successor to National Bank of Commerce Trust and Savings Association, on behalf of the company.

WITNESS my hand and Notarial Seal the day and year last above written.



Cara B. Dahlquist
Notary Public
My Commission Expires: 1-15-2004

Beneficiary under that certain Deed of Trust executed by Papio Valley, L.L.C., a Nebraska limited liability company, as Trustor dated June 6, 2000 and recorded June 6, 2000 as Instrument No. 2000-13467 in the records of the Register of Deeds of Sarpy County, Nebraska, which encumbers the Permanent Easement Area described above, hereby ratifies and approves of the easements granted herein.

Dated: this ____ day of _____, 2001.

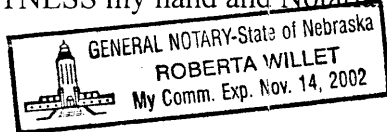
WELLS FARGO BANK NEBRASKA, N.A., as
successor to National Bank of Commerce Trust and
Savings Association, Trustee and Beneficiary

By: _____
Albert J. Harvey, (title: _____)

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on 7-20, 2001, by Dean T. Hokanson, Jr., Managing Member on behalf of PAPIO VALLEY, L.L.C., a Nebraska limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.



Roberta Willet
Notary Public

My Commission Expires: 11-14-02

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

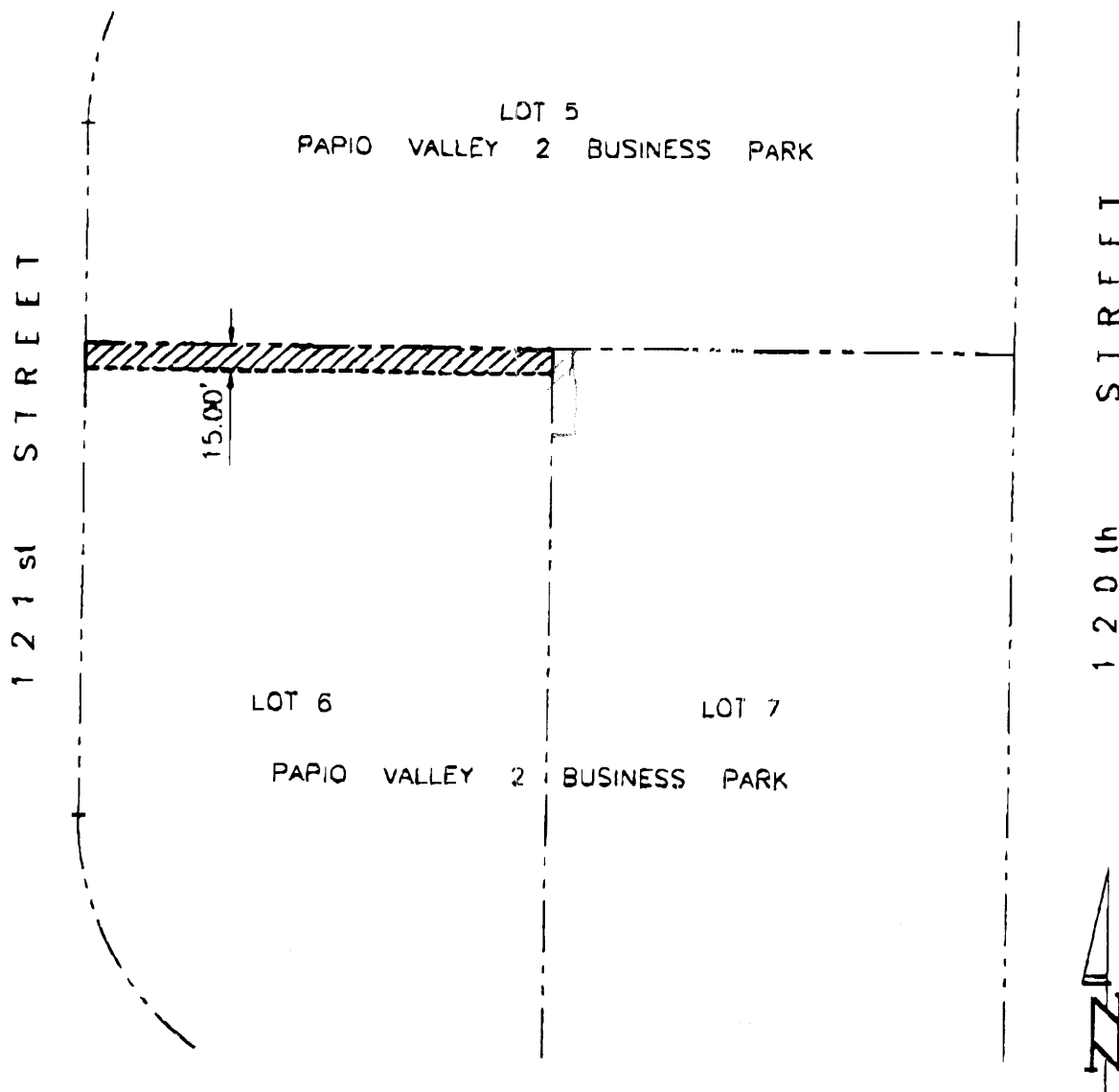
The foregoing instrument was acknowledged before me on _____, 2001 by _____, _____ of Wells Fargo Bank Nebraska, N.A., as successor to National Bank of Commerce Trust and Savings Association, on behalf of the company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

My Commission Expires: _____

2001-23300C



SCALE: 1"=100'

LEGAL DESCRIPTION

THE NORTHERLY 15.00 FEET OF LOT 6, *+ W15' N50' Lot 7*
SUBDIVISION IN SARPY COUNTY, NEBRASKA.

EXHIBIT "A"

S.I.D. 214, SARPY COUNTY, NE. TD2 FILE NO.: 1172-105-E1 DATE: JUNE 5, 2001
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860