

COUNTER LM C.E. LM
VERIFY LM D.E. LM
PROOF LM
FEES \$ 40.00
CHECK # 6980
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-22474

09/21/2018 3:07:53 PM

Lloyd J. Dowling

REGISTER OF DEEDS



PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT ELAINE L. MOORE and DEBRA E. YOUNG, Co-Successor Trustees of the ROBERT J. HAUG REVOCABLE TRUST dated March 30, 2000, and PAUL A. HAUG, Trustee of the PAUL A. HAUG REVOCABLE TRUST dated March 30, 2000, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, and the **CITY OF PAPHILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and its successors and assigns, a permanent easement for the right to construct, maintain and operate sanitary sewers, drainage structures and/or drainageway, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT SANITARY SEWER EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto the SID and the CITY, and their respective successors and assigns, 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 drainageway at the will of the SID and the CITY. The GRANTOR may, following construction of said sewers, drainage structures and/or drainageway continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the rights of the SID and the CITY 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 or its successors and assigns without the express approval of the SID and the CITY. Improvements which may be approved by the SID and the 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 and its successors or assigns.

After recording, return to:
John Q. Bachman
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114


A

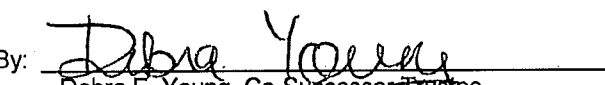
- 2) That the SID or the CITY will replace or rebuild any and all damage to improvements caused by the SID or the CITY, or their respective successors or assigns, exercising their rights of inspecting, maintaining or operating said sewers, except that damage to, or loss of trees and shrubbery will not be compensated for by the SID or the CITY.
- 3) This Permanent Sanitary Sewer Easement is also for the benefit of any contractor, agent, employee or representative of the SID or the CITY and any of said construction and work.
- 4) That the SID or the CITY 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 does confirm with the said SID and the CITY and their successors and assigns, that GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Permanent Sanitary Sewer Easement in the manner and form aforesaid, and that GRANTOR shall warrant and defend this Permanent Sanitary Sewer Easement to said SID and the CITY and their assigns against the lawful claims and demands of all persons. This Permanent Sanitary Sewer Easement runs with the land.
- 6) That said Permanent Sanitary Sewer Easement is granted upon the condition that the SID or the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines and trees within the easement area as necessary for construction.

IN WITNESS WHEREOF said GRANTOR has hereunto set his/her hand this 17th day of September, 2018.

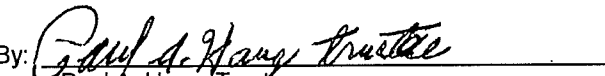
GRANTOR:

**ROBERT J. HAUG REVOCABLE TRUST DATED
MARCH 30, 2000**

By: 
Elaine L. Moore, Co-Successor Trustee

By: 
Debra E. Young, Co-Successor Trustee

**PAUL A. HAUG REVOCABLE TRUST DATED
MARCH 30, 2000**

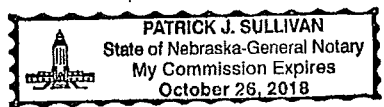
By: 
Paul A. Haug, Trustee

B

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

On this 8th day of August, 2018, before me, the undersigned, a Notary Public in and for said County, personally came **ELAINE L. MOORE, Co-Successor Trustee of the ROBERT J. HAUG REVOCABLE TRUST dated March 30, 2000**, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as Trustee.

WITNESS my hand and Notarial Seal at Papillion, Nebraska in said County the day and year last above written.



[Signature]

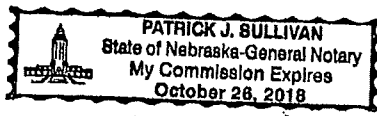
Notary Public

My commission expires: _____

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

On this 8th day of August, 2018, before me, the undersigned, a Notary Public in and for said County, personally came **DEBRA E. YOUNG, Co-Successor Trustee of the ROBERT J. HAUG REVOCABLE TRUST dated March 30, 2000**, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as Trustee.

WITNESS my hand and Notarial Seal at Papillion, Nebraska in said County the day and year last above written.



[Signature]

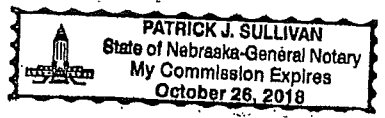
Notary Public

C

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

On this 17th day of September, 2018, before me, the undersigned, a Notary Public in and for said County, personally came **PAUL A. HAUG, Trustee of the PAUL A. HAUG REVOCABLE TRUST dated March 30, 2000**, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as Trustee.

WITNESS my hand and Notarial Seal at Papillion, Nebraska in said County the day and year last above written.

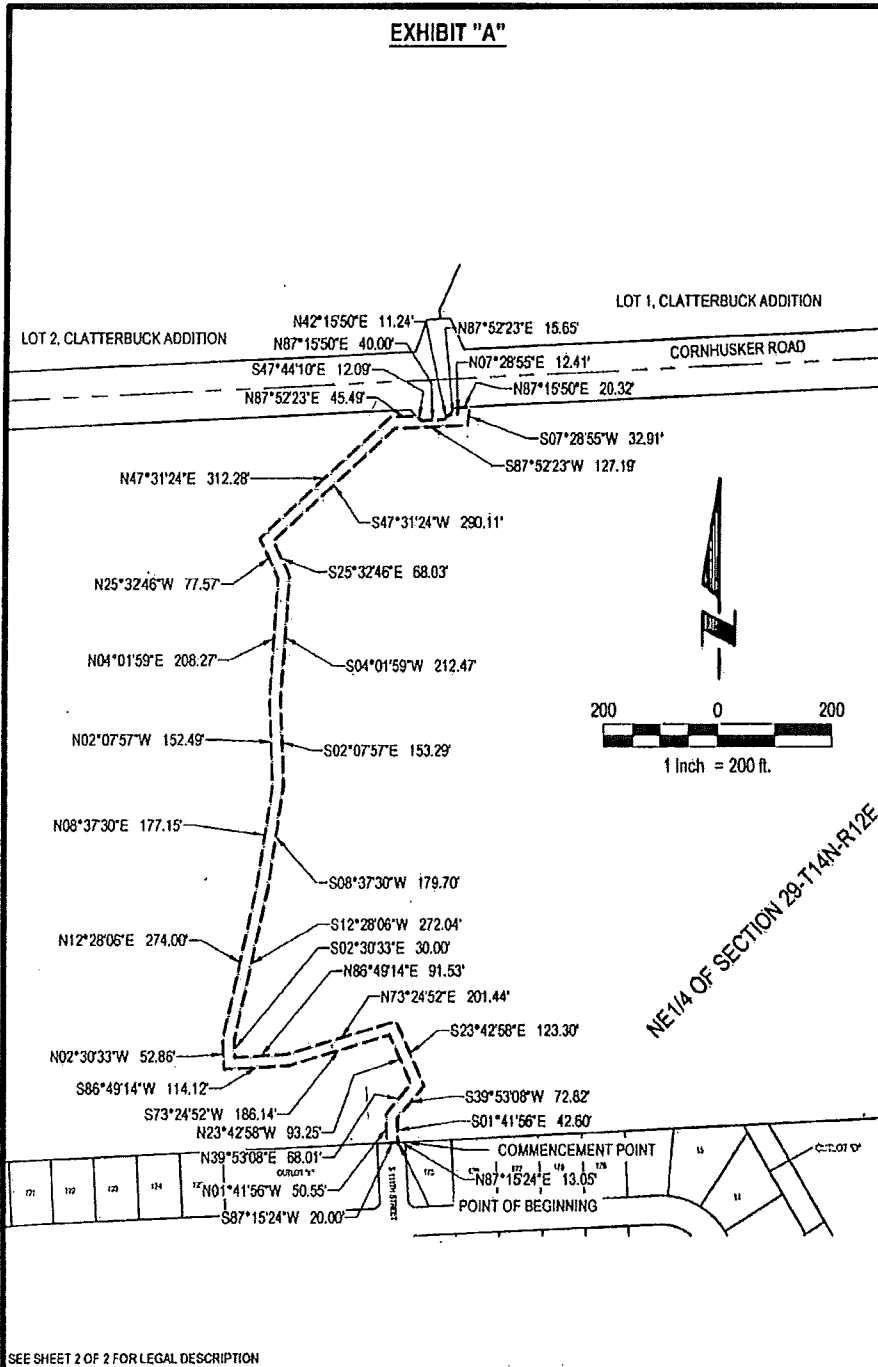


[Handwritten Signature]

Notary Public

My commission expires: _____

EXHIBIT "A"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10020 Mid Valley Plaza, Suite 100 • Omaha, NE 68154 Phone 402.866.4700 • Fax 402.895.3669</p>	<p>PERMANENT SANITARY SEWER EASEMENT</p> <p>N1/2 OF THE SE 1/4 OF SECTION 21-T14N-R12E SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: RLS Chkd by: _____</p> <p>Job No.: 2013.604.001</p>	<p>Date: 08/22/2018</p> <p>SHEET 1 OF 2</p>

2018-22474 E

EXHIBIT "A"


LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT BEING LOCATED IN PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 29, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 175, GRANITE FALLS NORTH, A SUBDIVISION LOCATED IN THE NE 1/4 OF SAID SECTION 29, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE N 1/2 OF SAID NE 1/4 OF SECTION 29, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 111TH STREET; THENCE S87°15'24"W (ASSUMED BEARING) ALONG SAID SOUTH LINE OF THE N 1/2 OF SECTION 29, A DISTANCE OF 13.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°15'24"W ALONG SAID SOUTH LINE OF THE N 1/2 OF SECTION 29, A DISTANCE OF 20.00; THENCE N01°41'56"W, A DISTANCE OF 50.55 FEET; THENCE N39°53'08"W, A DISTANCE OF 68.01 FEET; THENCE N23°42'58"W, A DISTANCE OF 93.25 FEET; THENCE S73°24'52"W, A DISTANCE OF 186.14 FEET; THENCE S86°49'14"W, A DISTANCE OF 114.12 FEET; THENCE N02°30'33"W, A DISTANCE OF 52.86 FEET; THENCE N12°28'06"E, A DISTANCE OF 274.00 FEET; THENCE N08°37'30"E, A DISTANCE OF 177.15 FEET; THENCE N02°07'57"W, A DISTANCE OF 152.49 FEET; THENCE N04°01'59"E, A DISTANCE OF 208.27 FEET; THENCE N25°32'46"W, A DISTANCE OF 77.57 FEET; THENCE N47°31'24"E, A DISTANCE OF 312.28 FEET; THENCE N07°52'23"E, A DISTANCE OF 45.49 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE S47°44'10"E, A DISTANCE OF 12.09 FEET; (2) THENCE N87°15'50"E, A DISTANCE OF 40.00 FEET; (3) THENCE N42°15'50"E, A DISTANCE OF 11.24 FEET; THENCE N07°52'23"E, A DISTANCE OF 15.65 FEET; THENCE N07°28'55"E, A DISTANCE OF 12.41 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE N87°15'50"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF CORNHUSKER ROAD, A DISTANCE OF 20.32 FEET; THENCE S07°28'55"W, A DISTANCE OF 32.91 FEET; THENCE S87°52'23"W, A DISTANCE OF 127.19 FEET; THENCE S47°31'24"W, A DISTANCE OF 290.11 FEET; THENCE S25°32'46"E, A DISTANCE OF 68.03 FEET; THENCE S04°01'59"W, A DISTANCE OF 212.47 FEET; THENCE S02°07'57"E, A DISTANCE OF 153.29 FEET; THENCE S08°37'30"W, A DISTANCE OF 179.70 FEET; THENCE S12°28'06"W, A DISTANCE OF 272.04 FEET; THENCE S02°30'33"E, A DISTANCE OF 30.00 FEET; THENCE N86°49'14"E, A DISTANCE OF 91.53 FEET; THENCE N73°24'52"E, A DISTANCE OF 201.44 FEET; THENCE S23°42'58"E, A DISTANCE OF 123.30 FEET; THENCE S39°53'08"W, A DISTANCE OF 72.82 FEET; THENCE S01°41'56"E, A DISTANCE OF 42.60 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 37,544 SQUARE FEET OR 0.862 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

 E & A CONSULTING GROUP, INC. <i>Engineering Services</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services <small>10203 NW Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.866.1700 • Fax: 402.806.3659</small>		PERMANENT SANITARY SEWER EASEMENT N 1/2 OF THE SE 1/4 OF SECTION 21-T14N-R12E <small>SARPY COUNTY, NEBRASKA</small>
	Drawn by: RLS Chkd by:	Date: 08/22/2018	
Job No.: 2013.604.001		SHEET 2 OF 2	