

2014-19690

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09/04/2014 3 25 08 PM

*Clay J. Rowling*

By counter2

REGISTER OF DEEDS



EASE

COUNTER P C.E. P  
VERIFY P D.E. P  
PROOF \_\_\_\_\_  
FEES \$ 28 00  
CHECK# 5929  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

*Stamped Copy*

**PERMANENT SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS

THAT **WESTERN SPRINGS LAND CORPORATION**, a Nebraska corporation, hereinafter 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. 290 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and the **CITY OF PAVILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate sanitary sewers, drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit

**SEE EXHIBIT "A" ATTACHED HERETO  
PERMANENT 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 drainage ways at the will of the SID and 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 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
- 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

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

A

- 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 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, trees within the easement area as necessary for construction

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 29 day of August, 2014

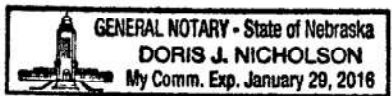
**WESTERN SPRINGS LAND CORPORATION,**  
a Nebraska corporation

By *Gerald L. Torczon*  
Gerald L. Torczon, President

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF SARPY            )

On this 29 day of August, 2014, before me, the undersigned, a Notary Public in and for said County, personally came **GERALD L. TORCZON**, President of **WESTERN SPRINGS LAND CORPORATION**, a Nebraska corporation, to me personally known to be the President of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation

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



*Doris J. Nicholson*  
Notary Public

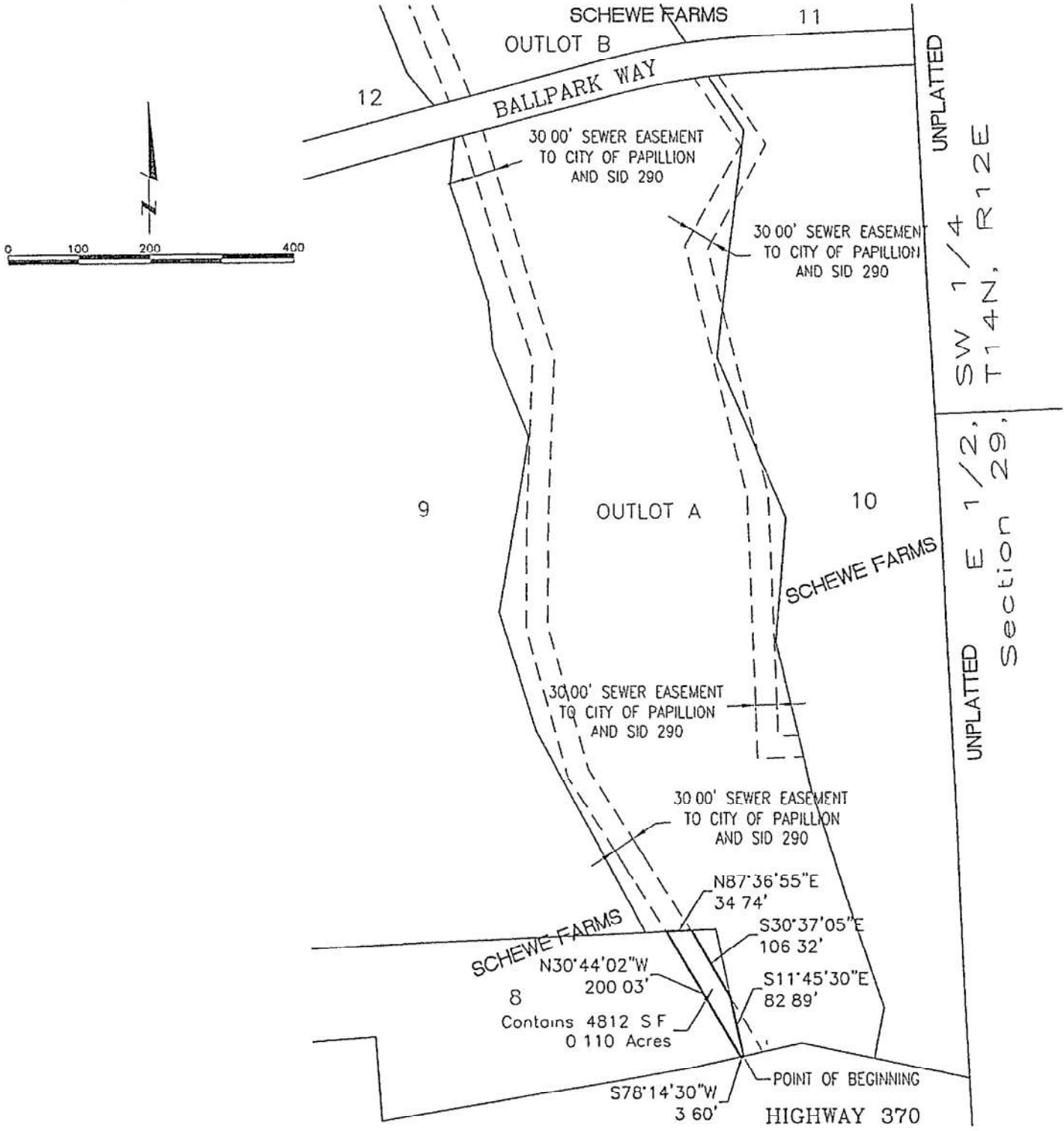
My commission expires Jan. 29, 2016

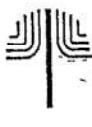
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# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 8, SCHEWE FARMS, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION)



 Lamp, Rynearson & Associates, Inc.  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

WWW LRA-INC COM

(Ph) 402 496 2498  
(Fax) 402 496 2730

EXHIBIT "A"

drawn by EAM  
 designer MRT  
 job number-task 0109050 11-055  
 date 04-26-2010  
 book page  
 file name 09050E116.dwg

Legal Description

A permanent easement for the construction and maintenance of sanitary sewers over that part of Lot 8, SCHEWE FARMS, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows

Beginning at the southeast corner of said Lot 8  
Thence South 78°14'30" West (bearing referenced to the Final Plat of SCHEWE FARMS) for 360 feet along the north right of way line of the State of Nebraska Highway 370;  
Thence North 30°44'02" West for 200.03 feet to the south line of Outlot A, SCHEWE FARMS,  
Thence North 87°36'55" East for 34.74 feet along said south line of Outlot A,  
Thence South 30°37'05" East for 106.32 feet to the west line of said Outlot A,  
Thence South 11°45'30" East for 82.89 feet along said west line of Outlot A to the Point of Beginning  
Contains 4,812 square feet, or 0.110 acres.