

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2006-19473

2006 JUN 12 P 1:44

*Glenn J. Dowling*  
REGISTER OF DEEDS

COUNTER LM C.E. JD  
VERIFY JD D.E. JD  
PROOF JD  
FEES \$ 20.50  
CHECK# 35125  
CHG. \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NFR \_\_\_\_\_

[This Space Above Line is for Recording Data]

**PERMANENT SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Robert J. Haug and Paul A. Haug (hereinafter referred to as "Grantor"), for and in consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NUMBER 275 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Grantee"), and to its successors and assigns, an easement for the right to maintain and operate a sanitary sewer, and all appurtenances thereto, in, through, and under the parcel of land legally described as follows, to-wit:

See Exhibit "A" Attached hereto.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining or operating said sanitary sewer at the will of the Grantee. The Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, shall be placed in, on, over, or across said easement by Grantor, its successors and assigns, without express written approval of Grantee. Notwithstanding the foregoing, Grantor may, without the express written approval of Grantee, make improvements which may be placed over and across said easement strip including, landscaping or road, street or parking area surfacing or pavement, or other utilities. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by Grantor, its successors or assigns.
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining, or operating said sanitary sewer.
3. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a sanitary sewer in the easement area. Grantee warrants that said sanitary sewer line shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of the sanitary sewer line shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain the sanitary sewer in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain the sanitary sewer.
4. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.
5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

19473

RECORDER NOTE Check administrative permit on legal description 6-12-06 PC

IN WITNESS WHEREOF said Grantor hereunto set its hand this 9<sup>th</sup> day of June, 2006.

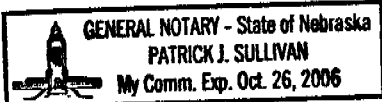
GRANTOR:

Robert J. Haug  
Robert J. Haug

Paul A. Haug  
Paul A. Haug

STATE OF NEBRASKA )  
                  SARBY ) ss.  
COUNTY OF DOUGLAS )

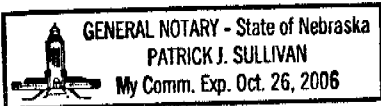
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2006 by Robert J. Haug.



Patrick J. Sullivan

STATE OF NEBRASKA )  
                  SARBY ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2006 by Paul A. Haug.



Patrick J. Sullivan

B

LEGAL DESCRIPTION

OWNER: WARRANTY DEED  
ROBERT J. HAUG AND PAUL A. HAUG  
INSTRUMENT NO. 2001-23250

A SANITARY SEWER EASEMENT LOCATED IN THE NE1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE1/4 OF SECTION 28; THENCE N87°14'59"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NE1/4 OF SECTION 28, A DISTANCE OF 393.68 FEET TO THE POINT OF BEGINNING; THENCE N02°45'01"W, A DISTANCE OF 10.00 FEET; THENCE N87°14'59"E, A DISTANCE OF 2232.94 FEET; THENCE N02°25'52"W, A DISTANCE OF 352.50 FEET; THENCE N87°34'08"E, A DISTANCE OF 20.00 FEET; THENCE S02°25'52"E, A DISTANCE OF 362.39 FEET TO A POINT ON SAID SOUTH LINE OF THE NE1/4 OF SECTION 28; THENCE S87°14'59"W ALONG SAID SOUTH LINE OF THE NE1/4 OF SECTION 28, A DISTANCE OF 2252.88 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER EASEMENT CONTAINS AN AREA OF 29,578 SQUARE FEET OR 0.679 ACRES, MORE OR LESS.

SHEET 2 OF 2 - SEE SHEET 1 OF 2 FOR DRAWING



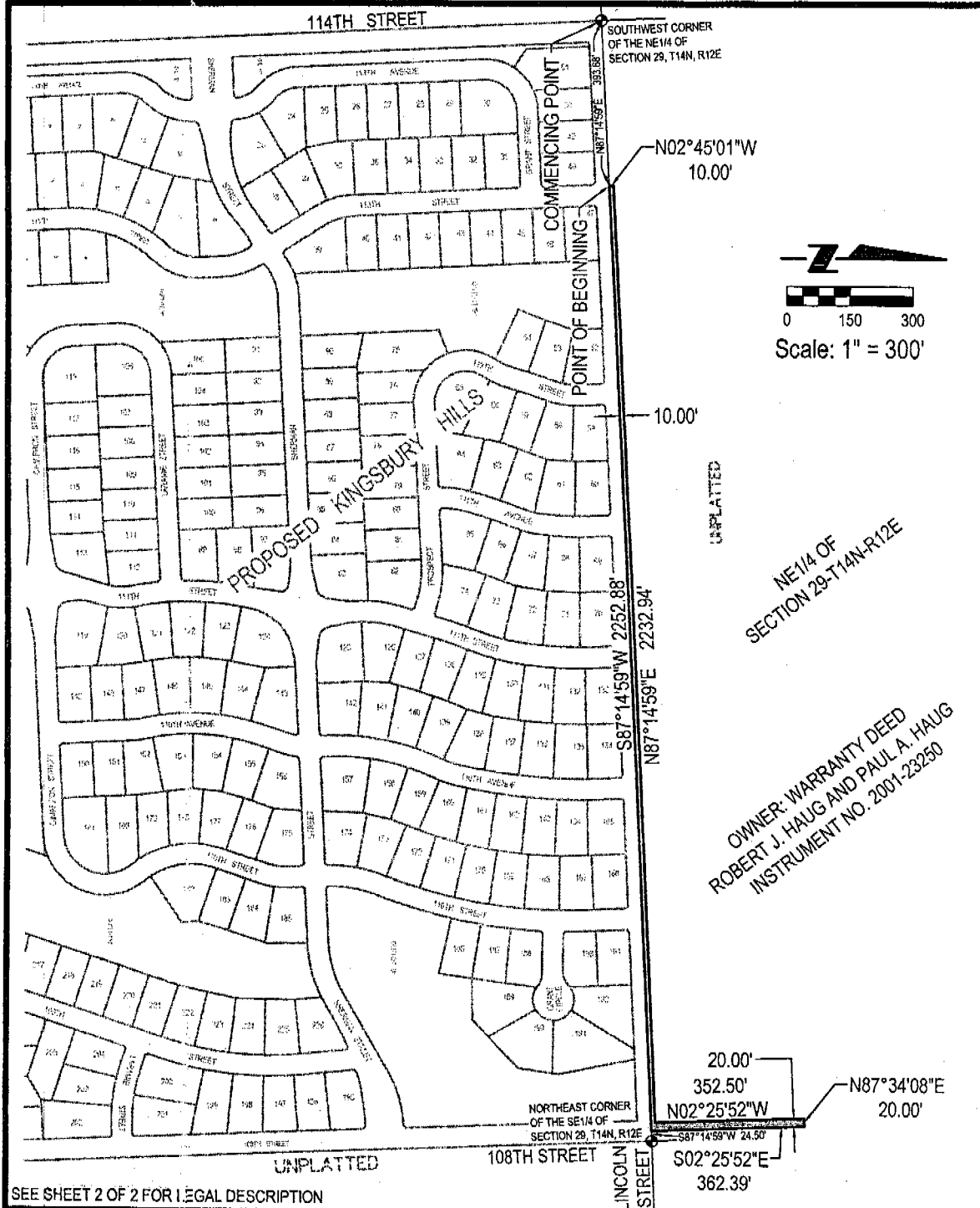
E&A CONSULTING GROUP, INC.  
ENGINEERING • PLANNING • FIELD SERVICES  
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 695-4700

Drawn by: EDF Chkd by: Chkd by:

Job No.: 2004225.01 Date: 2/23/06 SHEET 2 OF 2

SANITARY SEWER  
EASEMENT EXHIBIT

2006-19473 C



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

**e+a** E&A CONSULTING GROUP, INC.  
 ENGINEERING • PLANNING • FIELD SERVICES  
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 896-4700

Drawn by: EDF Chkd by: \_\_\_\_\_ Chkd by: \_\_\_\_\_

Job No.: 2004225.01 Date: 2/23/06 SHEET 1 OF 2

**SANITARY SEWER  
 EASEMENT EXHIBIT**