


FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2019-08534

05/02/2019 11:30:33 AM


COUNTY CLERK/REGISTER OF DEEDS

COUNTER LM C.E. LM
VERIFY LM D.E. LM
PROOF P
FEES \$ 28.00
CHECK # 134153
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **WOODLAND HOMES, INC.**, 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. 317 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, and the **CITY OF PAPILLION, 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 storm sewers, drainage structures and/or drainage way, and appurtenances thereto, in, through and under the parcels of land described as follows, to-wit:

Lots 134 thru 137, Granite Lake, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and as identified on Exhibit "A" attached hereto.

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.

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

- 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 Storm 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 Storm Sewer Easement in the manner and form aforesaid, and that GRANTOR shall warrant and defend this Permanent Storm Sewer Easement to said SID and the CITY and their assigns against the lawful claims and demands of all persons. This Permanent Storm Sewer Easement runs with the land.
- 6) That said Permanent Storm 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 GRANTOR's hand this 25th day of April, 2019.

WOODLAND HOMES, INC., a Nebraska corporation

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

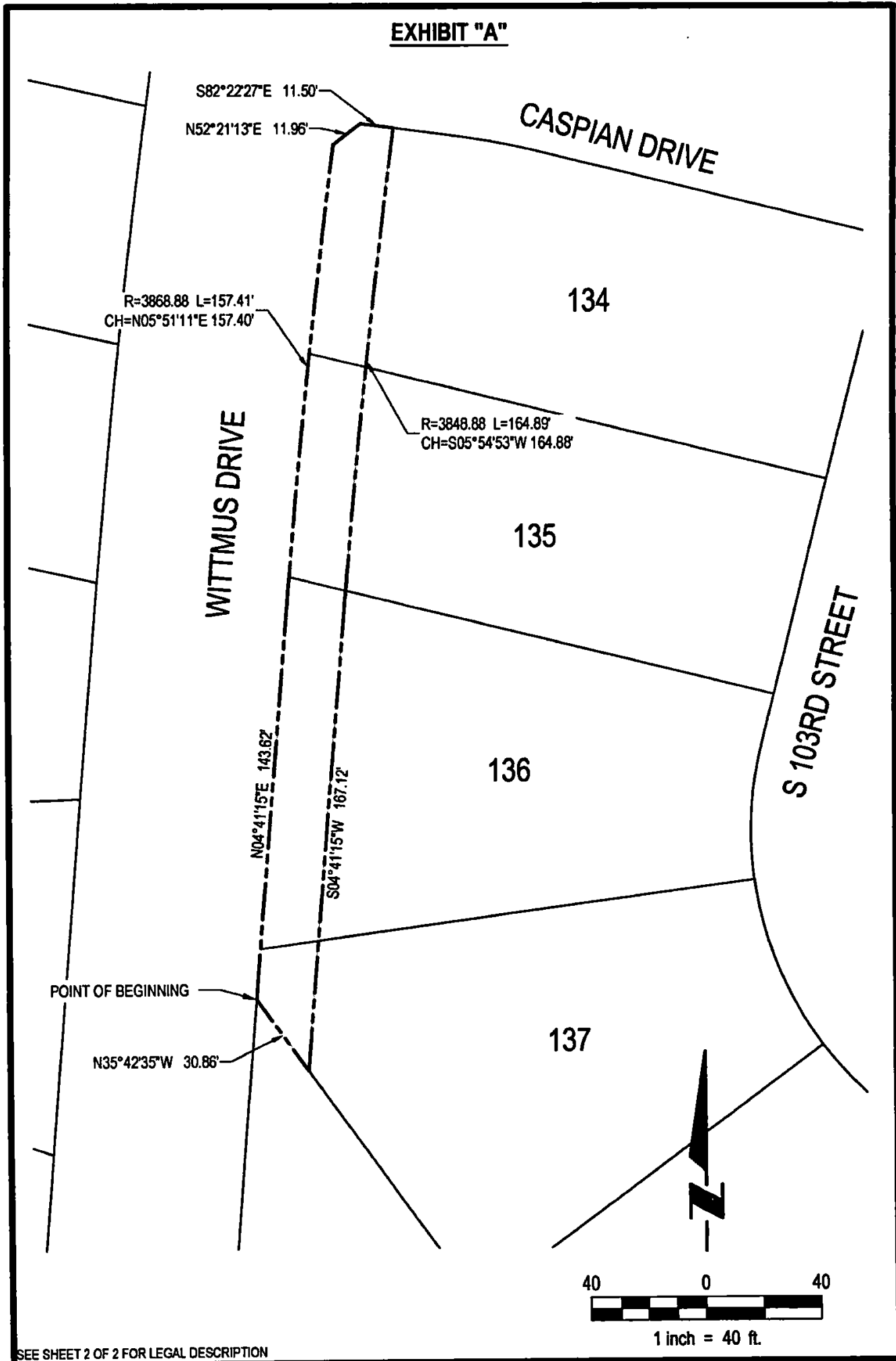
STATE OF NEBRASKA)
) ss.:
 COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 25th day of April, 2019, by **GERALD L. TORCZON**, President of **WOODLAND HOMES, INC.**, a Nebraska corporation, on behalf of the corporation.

State of Nebraska - General Notary
 MARY JAYNE THROENER
 My Commission Expires
 September 27, 2020

Mary Jayne Throener
 Notary Public

EXHIBIT "A"



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

 E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.896.4700 • Fax: 402.896.3599	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.896.4700 • Fax: 402.896.3599		STORM SEWER EASEMENT LOT 134 THRU 137 GRANITE LAKE SARPY COUNTY, NEBRASKA
	Drawn by: RLS Chkd by:	Date: 02/15/2018	
Job No.: 2014.562.001	SHEET 1 OF 2		

EXHIBIT "A"

LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN PART OF LOTS 134 THRU 137, GRANITE LAKE, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 28, 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 OUTLOT "J", SAID GRANITE LAKE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID LOT 137, GRANITE LAKE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF WITTMUS DRIVE; THENCE ALONG THE WESTERLY LINE OF LOT 134 THRU 137, SAID GRANITE LAKE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF WITTMUS DRIVE ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE N04°41'15"E (ASSUMED BEARING), A DISTANCE OF 143.62 FEET; (2) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 3,868.88 FEET, A DISTANCE OF 157.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N05°51'11"E, A DISTANCE OF 157.40 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF WITTMUS DRIVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CASPIAN DRIVE; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 134, GRANITE LAKE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF CASPIAN DRIVE ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE N52°21'13"E, A DISTANCE OF 11.96 FEET; (2) THENCE S82°22'27"E, A DISTANCE OF 11.50 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 3,848.88 FEET, A DISTANCE OF 164.89 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°54'53"W, A DISTANCE OF 164.88 FEET; THENCE S04°41'15"W, A DISTANCE OF 167.12 FEET TO A POINT ON SAID WESTERLY LINE OF LOT 137, GRANITE LAKE; SAID LINE ALSO BEING THE EASTERLY LINE OF SAID OUTLOT "J", GRANITE LAKE; THENCE N35°42'35"W ALONG SAID WESTERLY LINE OF LOT 137, GRANITE LAKE, SAID LINE ALSO BEING SAID EASTERLY LINE OF OUTLOT "J", GRANITE LAKE, A DISTANCE OF 30.86 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 6,379 SQUARE FEET OR 0.146 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10509 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		STORM SEWER EASEMENT LOT 134 THRU 137 GRANITE LAKE SARPY COUNTY, NEBRASKA
	Drawn by: RLS Chkd by:	Date: 02/15/2018	
	Job No.: 2014.562.001	SHEET 2 OF 2	

Eric Schaben 4/18/2019 1:14 PM K:\Projects\2014\562\p01\Srvy\Easements\PLAT PHASE II EASEMENTS\ESMT-PLAT PHII-000.dwg

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