

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

2017-23819

10/02/2017 11:16:53 AM

Clay J. Dowling COPY

REGISTER OF DEEDS



SEWER EASEMENT

^{28th} This Sewer Easement (the "Easement") is reserved, granted, conveyed and made this day of September, 2017, by EAGLE RIDGE DEVELOPMENT COMPANY, A NEBRASKA CORPORATION, and its successors and assigns (collectively, "Grantor"), to and for the benefit of the owners and occupants real estate legally described on Exhibit "A" attached hereto and the Eagle Ridge Village Commercial Owners Association, a Nebraska not-for-profit corporation (collectively, "Grantees") for a permanent non-exclusive easement for the construction use, operation and maintenance of sanitary and storm sewers and appurtenances thereto (collectively, "Sewer"), in, through, and under the real estate depicted and described on Exhibit "B" attached hereto ("Easement Area").

TO HAVE AND TO HOLD unto GRANTEES it is further agreed as follows:

1. Easement. Grantor hereby grants to Grantees a nonexclusive perpetual easement within Easement Area for the construction use, operation, and maintenance of the Sewer to be located therein together with reasonable rights of access for the construction, operation and maintenance of the Sewer. Grantees shall comply with all applicable laws, regulations and ordinances in their use of the easement granted herein and shall use such easement only for the purposes herein stated.

2. Use of the Easement Area. Each Grantee may, following construction of such Sewers, continue to use the Easement Area on their Property for all other purposes, subject to the right of the other Grantees to use the same for the purposes herein expressed. No buildings or other structures shall be placed in, on, over, or across the Easement Area by a Grantee without the written consent of the remaining Grantees. Landscaping, road surfaces, street surfaces, parking area surfaces, sidewalks, and trails are expressly permitted on the Easement Area. Any such permitted items or materials placed on or within the Easement Area shall be maintained by the Grantee on _____ such improvements are situated.

3. Rights of Successors. The easements, covenants and conditions herein shall be construed as easements and covenants appurtenant to and running with the land, and the burdens and benefits shall run with the title to the real estate legally described on Exhibit "A", and shall bind and inure to the benefit of the owners thereof, and their respective successors, and assigns.

4. Additional Beneficiaries. This Easement is also for the benefit of any contractor, agent, employee, or representative of a Grantee for the construction, maintenance and operation of the Sewer.

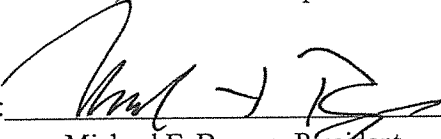
5. Entire Agreement. This Easement contains the entire agreement of the parties; that there are no other or different agreements or understandings with respect to the easement described herein, between the Grantor and the Grantee. This Easement may be modified or amended by agreement of the owners of the real estate legally described on Exhibit "A" attached hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Sewer Easement as of the day and year first above written.


GRANTOR:

EAGLE RIDGE DEVELOPMENT COMPANY, a Nebraska corporation

By: 
Michael F. Rogers, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Now on this 28 day of SEPTEMBER, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael F. Rogers, President of Eagle Ridge Development Company, a Nebraska corporation, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.



Notary Public

State of Nebraska - General Notary
WALT SLOBOTSKI
My Commission Expires
August 30, 2020

EXHIBIT "A"

Legal Description of Property

LOTS 1 THROUGH 5, EAGLE RIDGE VILLAGE REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

EXHIBIT "B"

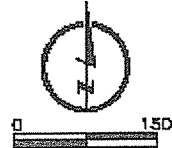
Legal Description of the Easement Area

EASEMENT EXHIBIT

LEGAL DESCRIPTION

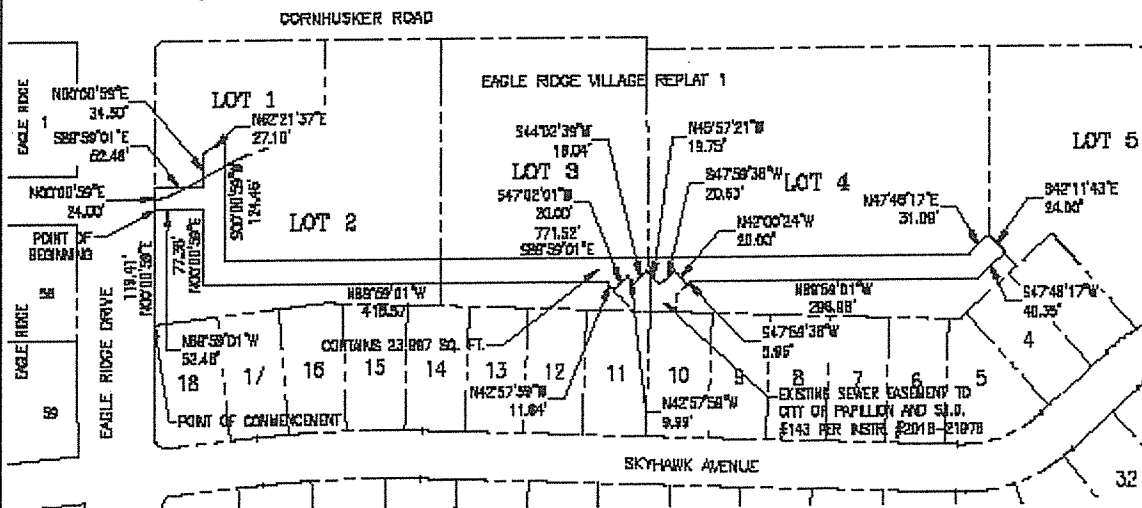
A SEWER, DRAINAGE AND ACCESS EASEMENT OVER THAT PART OF LOTS 1 THROUGH 5, EAGLE RIDGE VILLAGE REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2, EAGLE RIDGE VILLAGE REPLAT 1;
 THENCE NORTH 00°00'59" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF EAGLE RIDGE VILLAGE REPLAT 1) FOR 118.41 FEET ALONG THE WEST LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 00°00'59" EAST FOR 24.00 FEET ALONG SAID WEST LINE;
 THENCE SOUTH 88°59'01" EAST FOR 52.48 FEET;
 THENCE NORTH 00°00'59" EAST FOR 34.50 FEET;
 THENCE NORTH 62°21'37" EAST FOR 27.10 FEET;
 THENCE SOUTH 00°00'59" WEST FOR 124.46 FEET;
 THENCE SOUTH 88°59'01" EAST FOR 771.52 FEET;
 THENCE NORTH 47°48'17" EAST FOR 31.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;
 THENCE SOUTH 42°11'43" EAST FOR 24.00 FEET ALONG THE WEST LINE OF SAID LOT 5;
 THENCE SOUTH 47°48'17" WEST FOR 40.35 FEET;
 THENCE NORTH 88°59'01" WEST FOR 296.98 FEET;
 THENCE SOUTH 47°59'36" WEST FOR 5.98 FEET TO THE NORTHEAST CORNER OF AN EXISTING SEWER EASEMENT;
 THENCE ALONG SAID EXISTING SEWER EASEMENT THE FOLLOWING 6 COURSES:
 1) THENCE NORTH 42°00'24" WEST FOR 20.00 FEET;
 2) THENCE SOUTH 47°59'36" WEST FOR 20.63 FEET;
 3) THENCE NORTH 45°57'21" WEST FOR 18.75 FEET;
 4) THENCE SOUTH 44°02'38" WEST FOR 18.04 FEET;
 5) THENCE NORTH 42°57'59" WEST FOR 9.98 FEET;
 6) THENCE SOUTH 47°02'01" WEST FOR 20.00 FEET;
 THENCE NORTH 42°57'59" WEST FOR 11.64 FEET;
 THENCE NORTH 88°59'01" WEST FOR 418.57 FEET;
 THENCE NORTH 00°00'59" EAST FOR 77.38 FEET;
 THENCE NORTH 88°59'01" WEST FOR 52.48 FEET TO THE POINT OF BEGINNING;
 CONTAINS 23,997 SQUARE FEET.



LEGEND

----- LOT LINE
 ----- EASEMENT LINE



LAMP RYNEARSON & ASSOCIATES

14710 West Dodge Road, Suite 100 402.496.2498 | P
 Omaha, Nebraska 68154-2027 402.496.2730 | F
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DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
EAM	WEK		8702D.06-006	8-11-17		

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