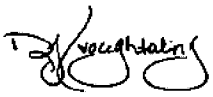



COUNTER_AH _____
VERIFY_AH _____
FEES \$ 22.00 _____
CHG_SFILE _____
SUBMITTED TITLECORE NATIONAL, LLC _____

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2019-22532
2019 Sep 23 11:29:54 AM

County Clerk/Register of Deeds
Deb Houghtaling


Upon recording please return to:
FARNHAM & GRIFFIN, P.C., L.L.O.
220 N. 89th St., Ste. 201
Omaha, NE 68114

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Dowd Grain Company, Inc., a Nebraska corporation (“Grantor”), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 307 of Sarpy County, Nebraska, a municipal corporation and the City of Papillion, Nebraska, a municipal corporation, hereinafter collectively referred to as “Grantee”, and its successors and assigns, an easement for the right to construct, maintain and operate a sanitary sewer and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit “A”, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress from the Easement Area for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing such sewer and appurtenances thereto at the will of Grantee. The Grantor and its Successors and assigns may, following construction of such sewer and appurtenances, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the restrictions hereinafter set forth.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Except for the warranty contained in paragraph 5 hereinafter, this Easement and the license contained herein is given without any warranty whatsoever. GRANTOR and GRANTEE acknowledge that the conditions, requirements, terms and connection fees, if any, in connection with this easement and the use thereof shall be subject to the then current rules and regulations of Sarpy County, Nebraska and/or the City of Papillion, Nebraska, and that GRANTOR is conveying this easement to GRANTEE subject to any such conditions, requirements, terms and connection fees.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements or other structures, shall be placed in, on, over, or across the Easement Area by Grantor, its successors and assigns. Improvements which may be constructed on the Easement Area include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, its successors and assigns.

2. That Grantee may construct, maintain, operate, repair or replace additional sanitary sewer

systems or lines within the permanent easement area described above.

3. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said sewers and appurtenances except that damage to, or loss of trees and shrubbery will not be compensated for by Grantee.

4. That the Grantee shall cause any trench made on the Easement Area to be properly refilled and compacted and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee and any of said construction work.

5. That Grantor for itself and its successors and assigns, does confirm with Grantee and its successors and assigns, and that 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 and its successors and assigns, shall warrant and defend this easement to Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land.

6. That this easement is granted upon the condition that the Grantee 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.

7. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if an as applicable, between the Grantor and the Grantee or its agents; and that the Grantor in executing and delivering this instruments, has not relied upon promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF said Grantor has hereunto set its hand this 18th day of September, 2019.

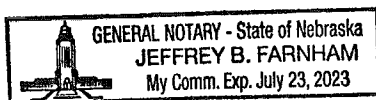
DOWD GRAIN COMPANY, INC.

[Signature]
By: Duane J. Dowd, President

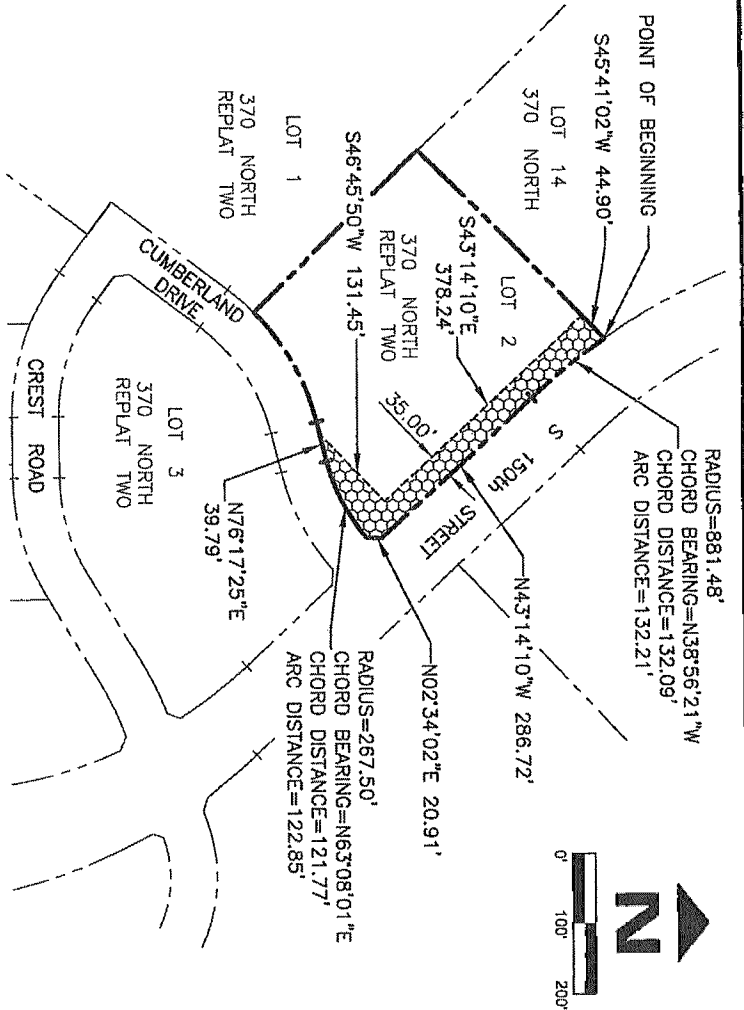
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 18th day of September, 2019, before me, the undersigned, a Notary Public in and for said County, personally came Duane J. Dowd, President of Dowd Grain Company, Inc., a Nebraska Company, 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/her voluntary act and deed on behalf of the Company.

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



[Signature]
Notary Public



LEGAL DESCRIPTION

THAT PART OF LOT 2, 370 NORTH REPLAT TWO, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 2:

THENCE S45°41'02"W (ASSUMED BEARING) 44.90 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 2;

THENCE S43°14'10"E 378.24 FEET;

THENCE S46°45'50"W 131.45 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2;

THENCE N76°17'25"E 39.79 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 2;

THENCE NORTHEASTERLY ON THE SOUTHEASTERLY LINE OF SAID LOT 2 ON A 267.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N63°08'01"E, CHORD DISTANCE 121.77 FEET, AN ARC DISTANCE OF 122.85 FEET;

THENCE N02°34'02"E 20.91 FEET ON THE EAST LINE OF SAID LOT 2;

THENCE N43°14'10"W 286.72 FEET ON THE NORTHWESTERLY LINE OF SAID LOT 2;

THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF SAID LOT 2 ON AN 881.48 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N38°56'21"W, CHORD DISTANCE 132.09 FEET, AN ARC DISTANCE 132.21 FEET TO THE POINT OF BEGINNING.

Job Number: 1237-117-EX4
 Thompson, dressen & danner, Inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 P:402.330.8860 F:402.330.5866
 123299.com

Date: JUNE 11, 2019
 Drawn By: RLR
 Reviewed By: JDW
 Revision Date:

EXHIBIT "A"

Book
 Page

DOWD GRAIN COMPANY