



2022-16375

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Deb Houghtaling
COUNTY CLERK/REGISTER OF DEEDS

Submitter: FARNHAM & GRIFFIN

Recording fees paid:
\$40.00

Pages: 6

By: pm



MODA

ER Upon recording, please return to:
Farnham & Griffin, PC, LLO
220 N 89th Street, Suite 201
Omaha, NE 68114

EASEMENT MODIFICATION AGREEMENT

This Easement Modification Agreement is made and entered into this 13th day of June, 2022 by and between **DOWD GRAIN COMPANY, INC.**, a Nebraska corporation ("DOWD"), **NEXGEN RE LLC**, a Nebraska limited liability company ("NEXGEN"), and **SANITARY AND IMPROVEMENT DISTRICT NO. 307 OF SARPY COUNTY, NEBRASKA**, a municipal corporation ("SID").

WITNESSETH:

WHEREAS, on September 18, 2019, DOWD executed a Permanent Sanitary Sewer Easement (the "Sewer Easement") granting and conveying unto SID, the City of Papillion, Nebraska, and their successors or 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 more thoroughly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference

WHEREAS, the Sewer Easement was recorded in the records of the Register of Deeds of Sarpy County, Nebraska on September 23, 2019 as Instrument No. 2019-22531; and

WHEREAS, the Sewer Easement pertains to a portion of certain real property legally described as Lot 14, 370 North, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska (the "Property"); and

WHEREAS, DOWD transferred the Property to NEXGEN pursuant to a Warranty Deed dated October 9, 2019 and recorded in the records of the Register of Deeds of Sarpy County, Nebraska on October 11, 2019 as Instrument No. 2019-24797; and

WHEREAS, DOWD, NEXGEN, and SID desire to modify, amend, and restate the terms of the Sewer Easement as provided for herein.

NOW THEREFORE, for and in consideration for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, DOWD, NEXGEN, and SID hereby covenant and agree to modify the Sewer Easement as follows:

1. The recitals set forth above are true and accurate and incorporated herein by this reference.

2. The term "GRANTOR" as used in the Sewer Easement shall be defined as DOWD, NEXGEN, and their successors and assigns, collectively.

3. Paragraph 1 of the Sewer Easement shall be deleted in its entirety and replaced with the following:

1. That Grantor and its successors and assigns may construct certain improvements on the Easement Area, to include the following:

- Steel post and concrete sign foundations (drilled and mat footings)
- Display lighting foundations
- Underground power (sign, display lighting)
- Electrical panel and transformer (for signage)
- Retaining wall
- 6" concrete paving, curb and gutter
- Landscaping
- Masonry sign base
- Sign cabinet
- Display lighting fixtures

No buildings shall be placed in, on, or over the Easement Area. Additional improvements that may be constructed on the Easement Area include landscaping or road, street, or parking area hard surfacing or pavement. Any and all such improvements placed on the Easement Area shall be repaired, and maintained by Grantor, its successors and assigns.

4. Paragraph 3 of the Sewer Easement shall be deleted in its entirety and replaced with the following:

3. That in the event Grantee determines, in its sole discretion, that it is necessary for Grantee to maintain, repair, replace or reconstruct any sanitary sewer lines, mains, systems or other appurtenances located within the Easement Area, Grantee and its successors and assigns shall be solely responsible for the total cost of any such maintenance, repair, replacement or reconstruction actions taken by Grantee, except that any extraordinary costs of such maintenance, repair, replacement or reconstruction actions caused by the existence and/or location of the improvements constructed by Grantor within the Easement Area shall be borne by Grantor.

- a. Should any such maintenance, repair, replacement or reconstruction actions taken by Grantee require the removal or destruction of any of the improvements constructed in the Easement Area by Grantor, then the total cost of such removal or destruction, and the total cost of any


repair or reconstruction of such improvements, shall be borne by Grantor.

5. Except as modified by this Agreement, the parties hereby ratify and confirm the Sewer Easement in all respects and the Sewer Easement shall remain in full force and effect.

6. In the event of a conflict between the terms and conditions of the Sewer Easement and this Easement Modification Agreement, the terms of this Easement Modification Agreement shall control.

IN WITNESS WHEREOF, the following have executed this Easement Modification Agreement on the date indicated below.

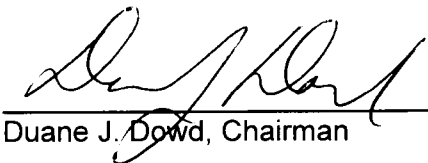
DOWD GRAIN COMPANY, INC.,
a Nebraska corporation

By: 
Duane J. Dowd, President

NEXGEN RE LLC,
a Nebraska limited liability company

By: 
Steven M. Hinchcliff, Manager

SANITARY AND IMPROVEMENT
DISTRICT NO. 307 OF SARPY COUNTY,
NEBRASKA, a municipal corporation

By: 
Duane J. Dowd, Chairman

STATE OF NEBRASKA)
)ss.
COUNTY OF)

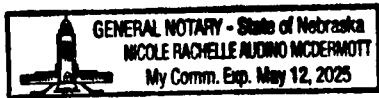
The foregoing Easement Modification Agreement was acknowledged before me, a Notary Public, on June 9, 2022 by Duane J. Dowd, President of Dowd Grain Company, Inc., a Nebraska corporation, for and on behalf of the corporation.



Andrea M Muldoon
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF)

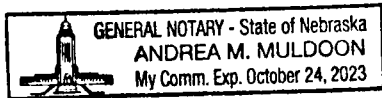
The foregoing Easement Modification Agreement was acknowledged before me, a Notary Public, on June 13th, 2022 by Steven M. Hinchcliff, Manager of NEXGEN RE LLC, a Nebraska limited liability company, for and on behalf of the limited liability company.



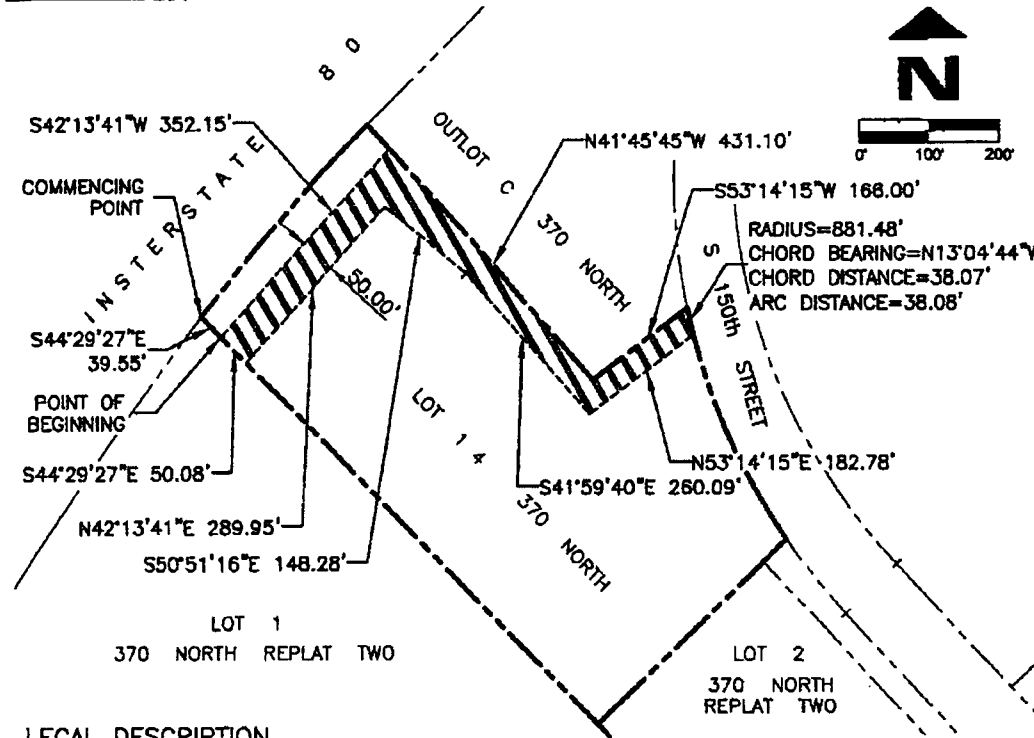
Nicole Rachelle Audino McDermott
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF)

The foregoing Easement Modification Agreement was acknowledged before me, a Notary Public, on June 9, 2022 by Duane J. Dowd, Chairman of Sanitary and Improvement District No. 307 of Sarpy County, Nebraska, a municipal corporation, for and on behalf of Sanitary and Improvement District No. 307 of Sarpy County, Nebraska.



Andrea M Muldoon
Notary Public



LEGAL DESCRIPTION

THAT PART OF LOT 14, 370 NORTH, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 14;

THENCE S44°29'27"E (ASSUMED BEARING) 39.55 FEET OF THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THENCE CONTINUING S44°29'27"E 50.08 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 14;

THENCE N42°13'41"E 289.95 FEET; THENCE S50°51'16"E 148.28 FEET;

THENCE S41°59'40"E 260.09 FEET;

THENCE N53°14'15"E 182.78 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 14;

THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF SAID LOT 14 ON A 881.48 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N13°04'44"W, CHORD DISTANCE 38.07 FEET, AN ARC DISTANCE OF 38.08 FEET;

THENCE S53°14'15"W 166.00 FEET ON THE NORTHEASTERLY LINE OF SAID LOT 14;

THENCE N41°45'45"W 431.10 FEET ON THE NORTHEASTERLY LINE OF SAID LOT 14;

THENCE S42°13'41"W 352.15 FEET TO THE POINT OF BEGINNING.



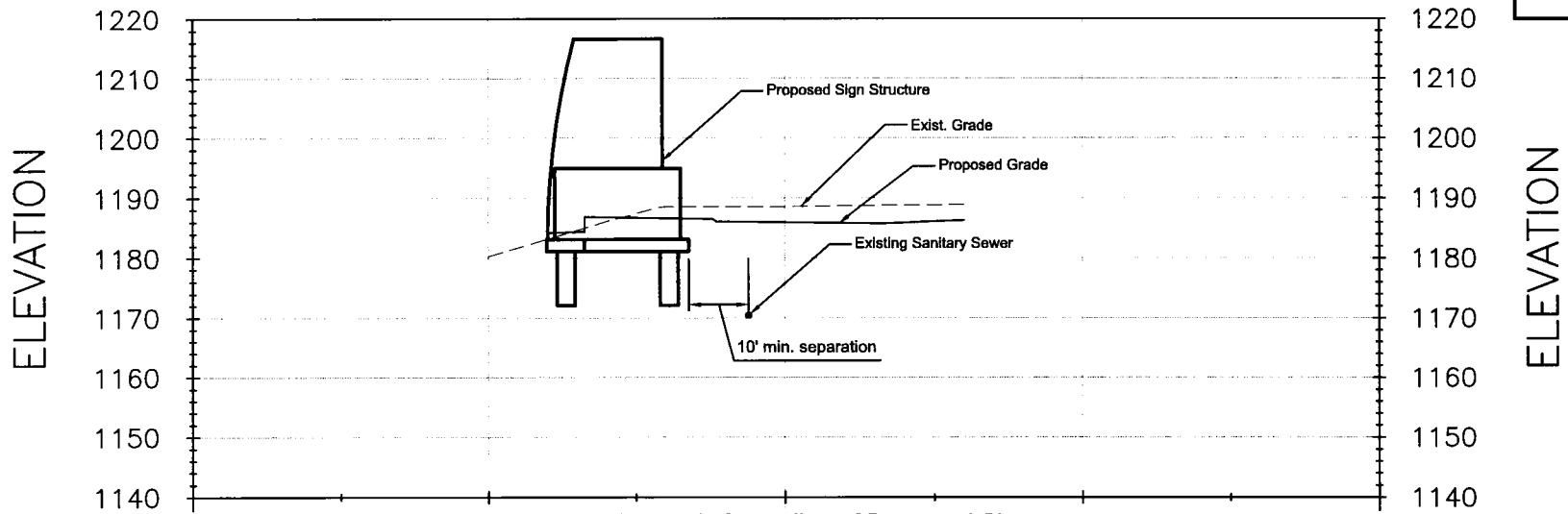
Job Number: 1237-117-EX3
 thompson, dressen & dornier, inc.
 10836 Old Mill Rd
 Omaha, NE 68154
 p.402.330.8880 f.402.330.5866
 td2co.com

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

EXHIBIT " A "

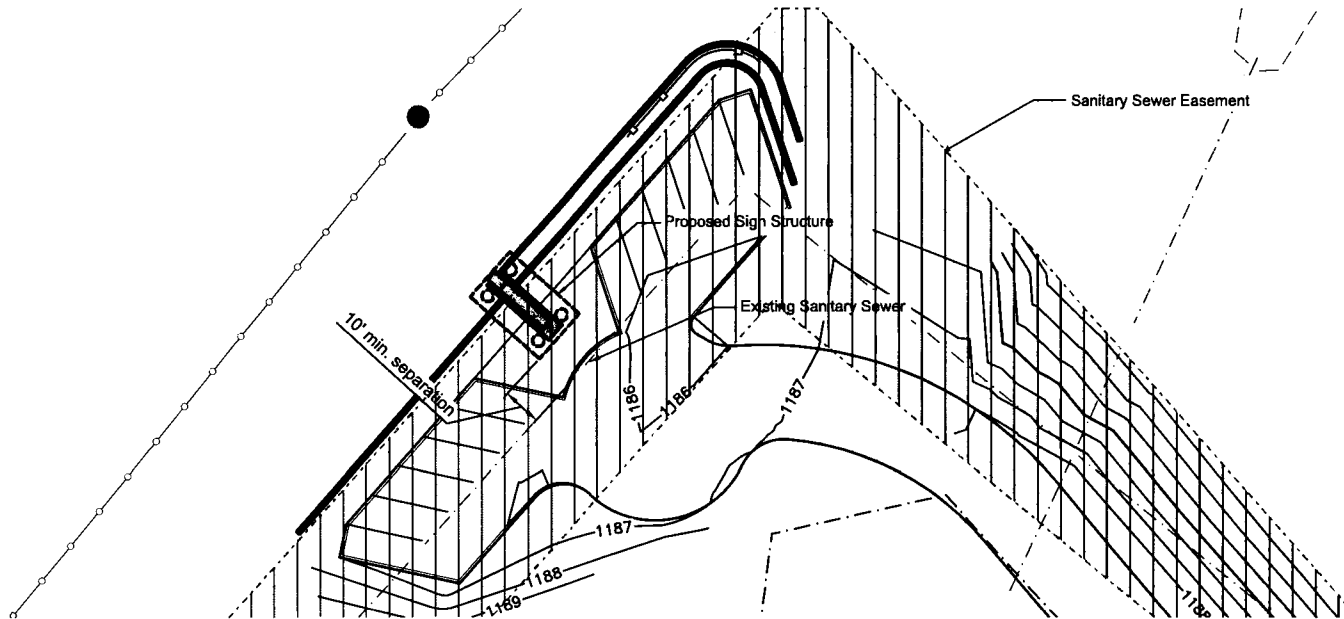
DOWD GRAIN COMPANY

Book
 Page



Section Through Centerline of Proposed Sign

Scale: 1" = 20' Horiz. and Vertical



Proposed Sign Location

Scale: 1" = 20'