
THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

When recorded return to:

Larry Jobeun
Fullenkamp Jobeun Johnson & Beller
11440 W. Center Road
Omaha, NE 68144

THAT JASPERSTONE 192ND & DODGE, LLC, a Delaware limited liability company, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto **Sanitary and Improvement District No. 599 of Douglas County, Nebraska**, a Nebraska political subdivision (the "SID" or the "GRANTEE"), a permanent easement for the right to construct, maintain and operate a sewer, drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcels of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

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 constructing, inspecting, maintaining, operating, repairing or replacing said sewer at the will of the GRANTEE. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other approved purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

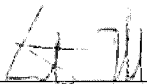
- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express prior written approval of the GRANTEE. Improvements which may be approved by GRANTEE 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, its heirs, 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 sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by GRANTEE.
- 3) That GRANTEE may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement described above.

- 4) This permanent storm and drainage sewer easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 5) That GRANTEE 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.
- 6) That said GRANTOR for itself and its heirs, executors and administrators does confirm with GRANTEE and its assigns, including public utility companies and their assigns that 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, and its heirs, executors and administrators, shall warrant, and defend this permanent easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent storm sewer and drainage easement runs with the land.
- 7) That said permanent storm sewer and drainage 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.
- 8) 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 and as applicable, between the GRANTOR and the 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 are set forth herein.

**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its manager this 36 day of June, 2019.

JASPERSTONE 192ND & Dodge, LLC
a Delaware limited liability company



Curt Hofer, Manager

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

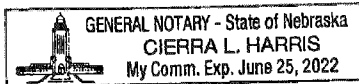
On this 14th day of June, 2019, before me, a Notary Public in and for said County, personally came Curt Hofer, Manager of Jasperstone 192nd and Dodge, LLC, a Delaware limited liability company, on behalf of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.



NOTARY PUBLIC

Notary Seal



ATTEST:

SANITARY IMPROVEMENT DISTRICT NO.
599 OF DOUGLAS COUNTY, NEBRASKA

Clerk

SID 599

By:

Michelle Homa
Chairman, Board of Trustees

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 26th day of June, 2019, before me, a Notary Public in and for said County, personally came Mike Homa, Chairman of the Sanitary and Improvement District No. 599 of Douglas County, Nebraska, a Nebraska political subdivision, to me personally known to be the respective officer of said municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as Mayor and the voluntary act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



Brianna M. Johnson
NOTARY PUBLIC

STATE OF Iowa)
) SS
COUNTY OF Adair)

On this 27 day of June, 2019, before me, a Notary Public in and for said County, personally came Steven Gaer, Clerk of the Sanitary and Improvement District No. 599 of Douglas County, Nebraska, a Nebraska political subdivision, to me personally known to be the respective officer of said municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as Mayor and the voluntary act and deed of said municipal corporation.

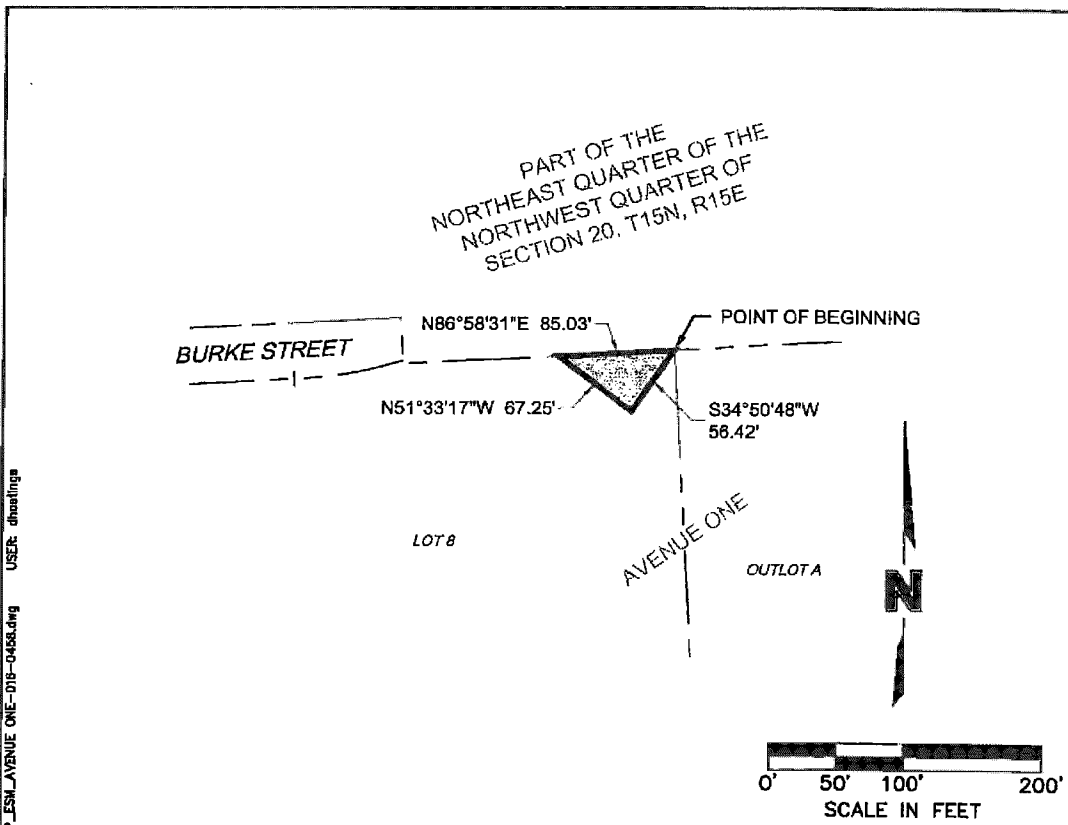
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

Michelle Bridgeman
NOTARY PUBLIC



EXHIBIT "A"
LEGAL DESCRIPTION



USER: dhaelinge
 F:\2018\0001-0500\018-0458\40-Design\Survey\SRVY\c:\hibits\VP_ESM_AVENUE ONE-018-0458.dwg
 DATE: Jun 17, 2019 5:02pm
 XREFS:

LEGAL DESCRIPTION

A STORM SEWER EASEMENT LOCATED IN LOT 8, AVENUE ONE, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, AVENUE ONE; THENCE ON AN ASSUMED BEARING OF S34°50'48"W, 56.42 FEET; THENCE N51°33'17"W, 67.25 FEET TO A POINT ON SAID NORTH LINE OF LOT 8, AVENUE ONE; THENCE ON SAID NORTH LINE OF LOT 8, AVENUE ONE N86°58'31"E, 85.03 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS A CALCULATED AREA OF 1,893.38 SQUARE FEET OR 0.043 ACRES MORE OR LESS.

PROJECT NO: 018-0458	STORM SEWER EASEMENT	MOLSSON ASSOCIATES 2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1118 FAX 402.341.5895	EXHIBIT
DRAWN BY: DSH			A
DATE: 06/17/2019			