

2017-11014

05/17/2017 10:20:32 AM

Clay J. Dowling

REGISTER OF DEEDS



COUNTER P C.E. P
VERIFY P D.E. P
PROOF 1000
FEES \$ 34.00
CHECK# 13201
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

PERMANENT SANITARY SEWER EASEMENT

This indenture made this 11th day of April 2017, by and between Jahn Farms, Inc., a Nebraska corporation, (the "Grantor"), and Sanitary & Improvement District No. 299, Sarpy County, Nebraska its successors and assigns (the "Grantee").

WITNESSETH:

That Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to Grantee the following:

A perpetual non-exclusive Easement for the installation, replacement, operation, repair and maintenance of a sanitary sewer (the "Easement") under, above and across part of the Northwest Quarter of Section 29, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

See legal description attached hereto as Exhibit "A"

(the "Property")

To have and to hold said Easement unto said Grantee, its heirs, successors, and assigns, in perpetuity. This Easement shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns. Said Easement is depicted on the survey attached hereto as Exhibit "B". If any terms and provisions contained within the Easement differ from the attachment, the Easement shall prevail and supercede the attachment.

A

Grantee shall restore the Property, as near as possible, to the condition as existing on the date it commences its construction activities on the Property, except for grading and other changes authorized herein.

Grantee shall repair, replace and maintain the sanitary sewer in good working order and condition and shall keep it in good repair so that no unreasonable damage will result therefrom to Grantor.

Upon completion of the sanitary sewer system, the parties hereto acknowledge and agree that Grantee shall be the owner of the sanitary sewer system and responsible for the perpetual maintenance of the system.

In exercising its rights hereunder, including in connection with the construction of any improvements contemplated hereunder, Grantee shall comply, or shall cause its contractors, employees or agents to comply, with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution, the discharge of storm water and /or protection of the environment and the employment of its workers.

Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Permanent Easement.

Grantor reserves all rights in and to the Easement and Property not otherwise expressly granted in favor of Grantee and further reserves all rights in and to any reversionary interest in the Easement and Property.

That Grantor covenants and agrees that they are the owners in fee of the above described Property; that they have legal right and lawful authority to convey the same; that said Property is free of liens and encumbrances; and that they will warrant and defend the title thereto against the claims and demands of all persons whomsoever.

This Easement shall be effective upon acceptance by Grantee.

IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

Jahn Farms, Inc., a Nebraska
Corporation, Grantor
By: George E. Jahn
George E. Jahn, President

B

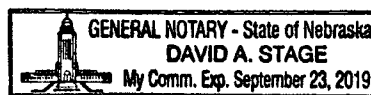
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 11th day of April 2017, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came George E. Jahn, President of Jahn Farms, Inc., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument and who acknowledged the same to be his voluntary act and deed on behalf of the corporation.

Witness my hand notarial seal on this 11th day of April 2017.

David A. Stage
Notary Public

ACCEPTANCE



The Grantee herein accepts the conveyance herein and agrees to abide by the terms herein.

Sanitary and Improvement District No. 299,
Sarpy Co., Nebraska, Grantee

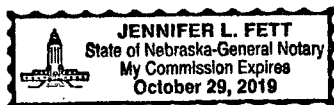
By: Gerald L. Torczon
Gerald L. Torczon, Its Chairperson

By: Doris Nicholson
Doris Nicholson, Its Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The forgoing instrument was acknowledged before me on April 20 2017, by Gerald L. Torczon, as Chairperson, and Doris Nicholson, as Clerk of Sanitary Improvement District No. 299, Sarpy County, Nebraska, on behalf of said entity.

Jennifer L. Fett
Notary Public



C

EASEMENT EXHIBIT
PERMANENT SANITARY SEWER EASEMENT

EXHIBIT

tabbiter

A

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT OVER THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA,

THENCE NORTH 02°47'23" WEST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83) FOR 38.50 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 87°19'57" WEST FOR 877.56 FEET;

THENCE NORTH 02°40'03" WEST FOR 283.50 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 800.00 FEET AND A LONG CHORD BEARING NORTH 20°47'45" WEST FOR 497.83 FEET) FOR AN ARC LENGTH OF 506.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 51°04'41" WEST FOR 10.50 FEET;

THENCE NORTH 33°11'13" WEST FOR 5.84 FEET;

THENCE NORTH 31°40'36" WEST FOR 100.60 FEET;

THENCE SOUTH 65°25'38" WEST FOR 198.74 FEET;

THENCE SOUTH 84°58'26" WEST FOR 220.48 FEET;

THENCE SOUTH 87°19'57" WEST FOR 156.78 FEET;

THENCE NORTH 20°18'09" EAST FOR 21.72 FEET;

THENCE NORTH 87°19'57" EAST FOR 147.89 FEET;

THENCE NORTH 84°58'26" EAST FOR 216.62 FEET;

THENCE NORTH 65°25'38" EAST FOR 195.72 FEET;

THENCE NORTH 14°37'26" WEST FOR 61.60 FEET;

THENCE NORTH 75°22'34" EAST FOR 20.00 FEET;

THENCE SOUTH 14°37'26" EAST FOR 68.50 FEET;

THENCE SOUTH 31°40'36" EAST FOR 99.08 FEET;

THENCE NORTH 66°07'07" EAST FOR 14.53 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 445.00 FEET AND A LONG CHORD BEARING SOUTH 38°23'24" EAST FOR 8.30 FEET) FOR AN ARC LENGTH OF 8.30 FEET;

THENCE SOUTH 51°04'41" WEST FOR 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 15,179 SQUARE FEET.

PAGE 2 OF 2



**LAMP RYNEARSON
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
EAM		WEK	0115019.11-030	2-15-17		

PATH\FILENAME L:\Engineering\0115019\SURVEY\DRAWINGS\RECORD\0115019-EAS-SAN-01.dwg

2017-11014 D

EXHIBIT

B

EASEMENT EXHIBIT

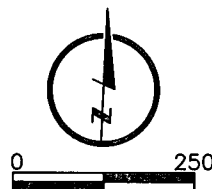
PERMANENT SANITARY SEWER EASEMENT

LEGAL DESCRIPTION

A PERMANENT SANITARY SEWER EASEMENT OVER THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
(SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)

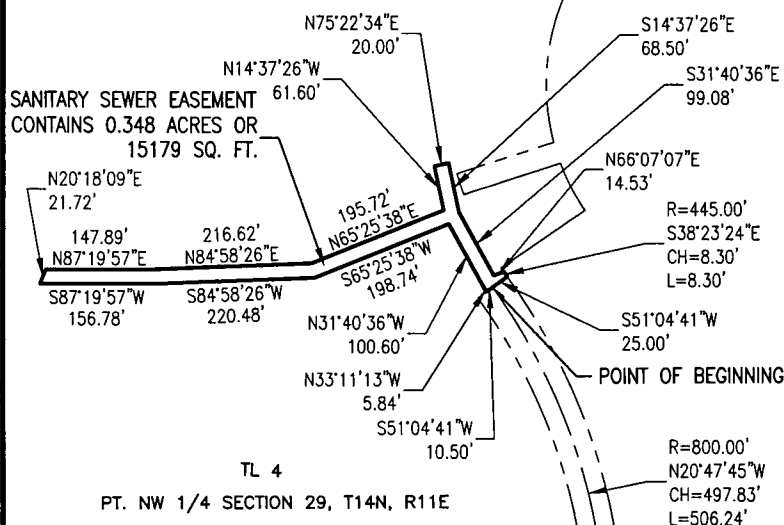
LEGEND

- SECTION LINE
- ⊙ SECTION CORNER
- EXISTING BOUNDARY LINE
- EASEMENT LINE



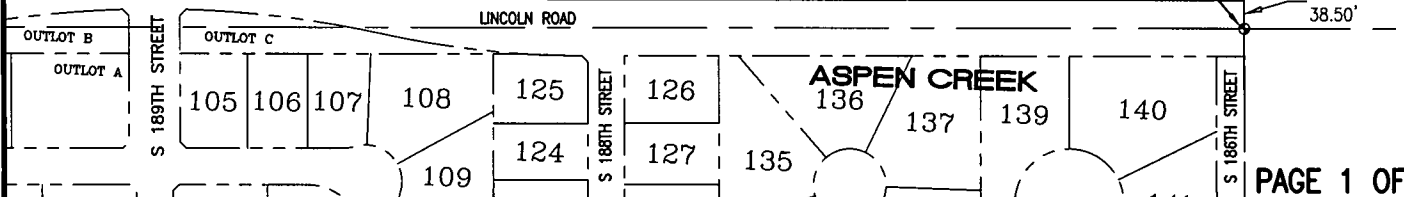
TL 4

PT. NW 1/4 SECTION 29, T14N, R11E

N 1/2 NE 1/4
SEC. 29, T14N, R11E

PT. NW 1/4 SECTION 29, T14N, R11E

S 1/2 NE 1/4 SECTION 29, T14N, R11E



PAGE 1 OF 2



**LAMP RYNEARSON
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

DRAWN BY
EAM

DESIGNED BY

REVIEWED BY
WEKPROJECT - TASK NUMBER
0115019.11-030

DATE

2-15-17

BOOK AND PAGE

REVISIONS

PATH\FILENAME L:\Engineering\0115019\SURVEY\DRAWINGS\RECORD\0115019-EAS-SAN-01.dwg