

2017-11015

05/17/2017 10:20:33 AM

Lloyd J. Douding

REGISTER OF DEEDS



COUNTER PP C.E. P
VERIFY PP D.E. P
PROOF 1 and
FEES \$ 34.00
CHECK# 13201
CHG _____ CASH _____
REFUND _____ CREDIT 36.00
SHORT _____ NCR _____

PERMANENT STORM 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 storm 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.

Record & Return to: Adams & Sullivan, P.C., L.L.O., 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046

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 storm 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 storm sewer system, the parties hereto acknowledge and agree that Grantee shall be the owner of the storm 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.

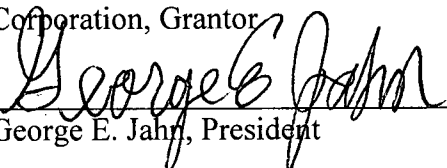
That Grantor covenants and agrees that they are the owners in fee of the above described Property; that they have legal right and lawful authority to convey the same; that said Property is free of liens and encumbrances; and that they will warrant and defend the title thereto against the claims and demands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

B

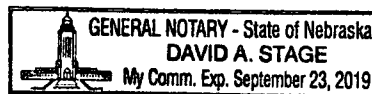
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

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.

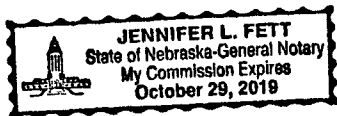
Sanitary and Improvement District No. 299,
Sarpy Co., Nebraska, Grantee

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

EASEMENT EXHIBIT

PERMANENT STORM SEWER EASEMENT

EXHIBIT

A

LEGAL DESCRIPTION

A PERMANENT STORM 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;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 470.00 FEET AND A LONG CHORD BEARING NORTH 30°17'26" WEST FOR 141.11 FEET) FOR AN ARC LENGTH OF 141.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 71°19'48" WEST FOR 115.34 FEET;

THENCE NORTH 18°40'12" WEST FOR 20.00 FEET;

THENCE NORTH 71°19'48" EAST FOR 139.72 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 445.00 FEET AND A LONG CHORD BEARING SOUTH 20°32'13" EAST FOR 20.01 FEET) FOR AN ARC LENGTH OF 20.01 FEET;

THENCE SOUTH 71°19'48" WEST FOR 25.04 FEET TO THE POINT OF BEGINNING.
CONTAINS 2,799 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
EAM

DESIGNED BY

REVIEWED BY
WEK

PROJECT - TASK NUMBER
0115019.11-030

DATE
2-15-17

BOOK AND PAGE

REVISIONS

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

2017-11015 D

EXHIBIT

tabbies

B

EASEMENT EXHIBIT

PERMANENT STORM SEWER EASEMENT

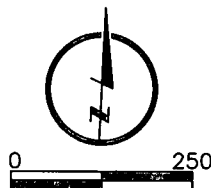
LEGAL DESCRIPTION

A PERMANENT STORM 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

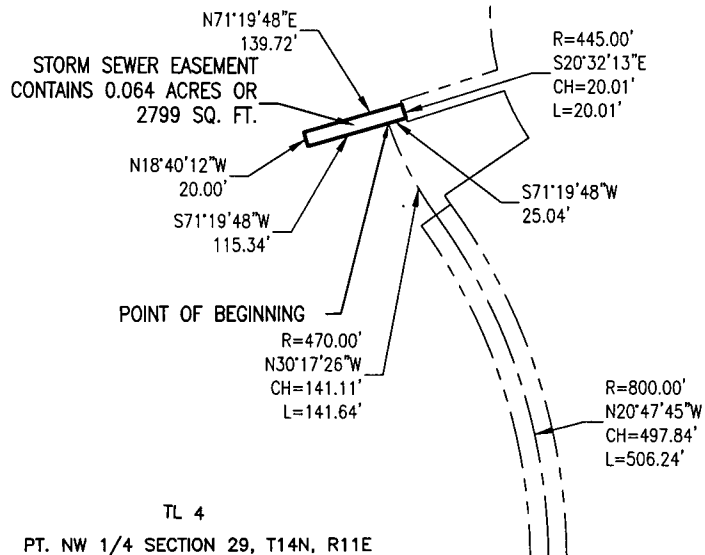


TL 4

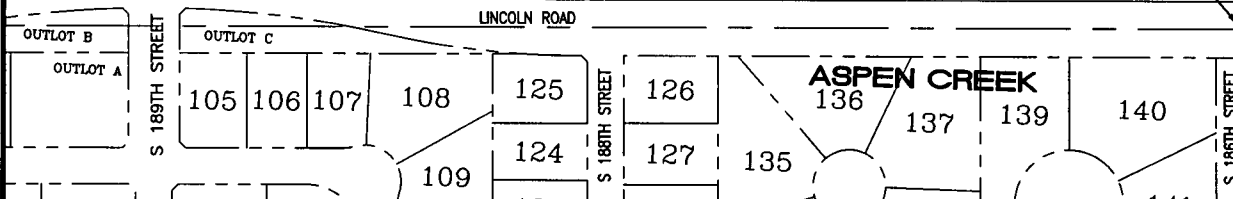
PT. NW 1/4 SECTION 29, T14N, R11E

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

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



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

POINT OF COMMENCEMENT
SE CORNER, NW 1/4
SECTION 29, T14N, R11E877.56'
S87°19'57"WN02°47'23"W
38.50'

PAGE 1 OF 2



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& ASSOCIATES**

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