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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/20/2015 12:07:15.76



2015098518

AFTER FILED RETURN TO:

Midwest Title  
10410 S144th  
Omaha NE 68138  
402 492 6200

STORM SEWER EASEMENT AGREEMENT

9-2 THIS STORM SEWER EASEMENT AGREEMENT ("Agreement") dated 9-2, 2015, is made and entered into by and between J. DUBBYA LAND, LLC, a Nebraska limited liability company ("Grantor"), and ARDON INVESTMENTS LLC, a Nebraska limited liability company ("Grantee").

RECITALS:

- A. Grantor is the owner of that certain real estate legally described as Lot 3, Prime Business Park Replat One, Douglas County, Nebraska ("Parcel 1").
- B. Grantee is the owner of that certain real estate legally described as Lot 2, Prime Business Park Replat One, Douglas County, Nebraska ("Parcel 2").
- C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, an easement across and under a portion of Parcel 1 for the purpose of constructing, operating and maintaining an underground storm sewer system, all upon the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated with and made a part of this Agreement, and the covenants and agreements contained herein, the parties hereby agree as follows:

- 1. Grant of Easement. Grantor hereby grants to Grantee, and its successors and assigns, for the benefit of and as an easement appurtenant to Parcel 2, a permanent, perpetual and non-exclusive easement across and under that portion of Parcel 1 legally described in Exhibit "A" attached hereto and incorporated by reference herein, or such other portion of

✓ 5113

Parcel 1 as may be mutually agreed upon by the parties (the "Easement Area"), for the purpose of locating, constructing, installing, operating, maintaining, repairing and replacing an underground storm sewer system (the "Sewer System"). Grantor expressly reserves the right to use the Easement Area for any purpose that does not and will not interfere with Grantee's rights established herein, and to that effect, Grantor covenants that no permanent buildings or other immovable improvements shall be erected on the Easement Area, provided, however, that Grantor shall have the right to install concrete and asphalt paving on the Easement Area.

2. Initial Construction and Installation. Grantee shall be solely responsible for the initial construction and installation of the Sewer System and the cost and expense thereof. Grantor shall have no responsibility, liability or obligation whatsoever for such initial construction and installation of the Sewer System, or any cost or expense associated therewith.

3. Maintenance. Following the initial construction and installation of the Sewer System Grantee shall be solely responsible for maintaining the Sewer System and the cost and expense thereof. Upon completion of any required repair, maintenance or replacement of the Sewer System Grantee shall promptly restore the Easement Area to its prior condition and shall cause the Easement Area to be left in a neat and orderly condition. Grantor shall have no responsibility, liability or obligation whatsoever for any repair, maintenance or replacement of the Sewer System, or any cost or expense associated therewith, unless such repair, maintenance or replacement is required due to the negligence or intentional act of Grantor, its employees, agents, contractors, subcontractors or consultants.

4. Default; Remedies. In the event of a default by either party hereto of any of its obligations under this Agreement, then the non-defaulting party may deliver written notice thereof to the defaulting party. Thereafter, in the event that such default continues for thirty (30) days after delivery of such written notice, or for such longer period of time as may be reasonable in the event that the default cannot be cured within such thirty-day period and so long as the defaulting party has commenced to cure such default within said thirty-day period and thereafter continues to diligently pursue such cure to completion, then (a) the non-defaulting party shall have any and all remedies available to it under this Agreement and otherwise at law or in equity; and (b) the non-defaulting party may take such reasonable actions as it deems appropriate to cure such default (including, without limitation, taking the required action on behalf of the defaulting party) and thereafter recover the cost of such cure from the defaulting party. In the event of a default or breach of the provisions of this Agreement, a non-defaulting party shall be entitled to recover from the defaulting party reasonable costs and attorneys' fees, to the extent permitted under applicable law, incurred by the non-defaulting party as a result of such default or breach.

5. Indemnification. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") from and against any and all liability, loss, cost or expense, including reasonable attorneys' fees to the extent permitted under applicable law, that the Indemnified Party may suffer or incur as a result of any claims pertaining to injury, death or property damage arising out of or related to the negligence or intentional act of the Indemnifying Party or its employees, agents, contractors, subcontractors or consultants on or about the Easement Area.

6. Runs with Land. The rights conveyed herein shall be perpetual and shall run with the land, and shall be binding upon inure to the benefit of the parties and their respective successors in interest.

7. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of the Easement Area to the general public or for any public purpose whatsoever, it being the intention of the parties that the rights granted herein shall be strictly limited to and for the private purposes herein expressed.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements between the parties in regard thereto. There are no verbal agreements that can or will modify this Agreement, and no amendment or waiver of any of its terms will be effective unless set forth in a written instrument executed by each party or its successor in interest.

9. Time of the Essence. Time is of the essence with respect to each and every obligation to be performed under this Agreement.

10. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Nebraska.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, and all of which together shall constitute but one and the same instrument.

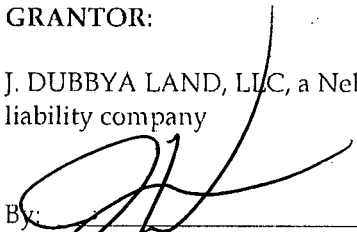
[ SIGNATURE PAGE TO FOLLOW ]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates ascribed beside their respective signatures, below.

GRANTOR:

J. DUBBYA LAND, LLC, a Nebraska limited liability company

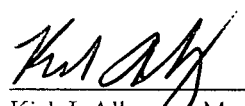
Dated: 9-2, 2015

By:   
John Wanninger, Managing Member

GRANTEE:

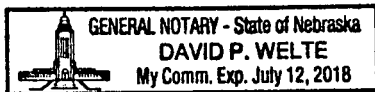
ARDON INVESTMENTS LLC, a Nebraska limited liability company

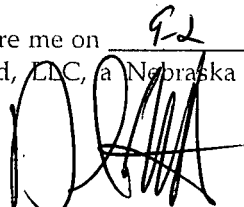
Dated: 9-2, 2015

By:   
Kirk J. Alloway, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

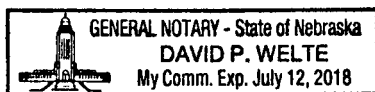
The foregoing instrument was acknowledged before me on 9-2, 2015 by John Wanninger, Managing Member of J. Dubbya Land, LLC, a Nebraska limited liability company, on behalf of the company.



  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on 9-2, 2015 by Kirk J. Alloway, Manager of Ardon Investments, LLC, a Nebraska limited liability company, on behalf of the company.



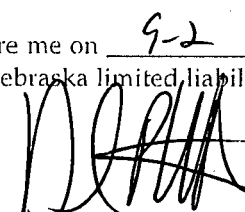
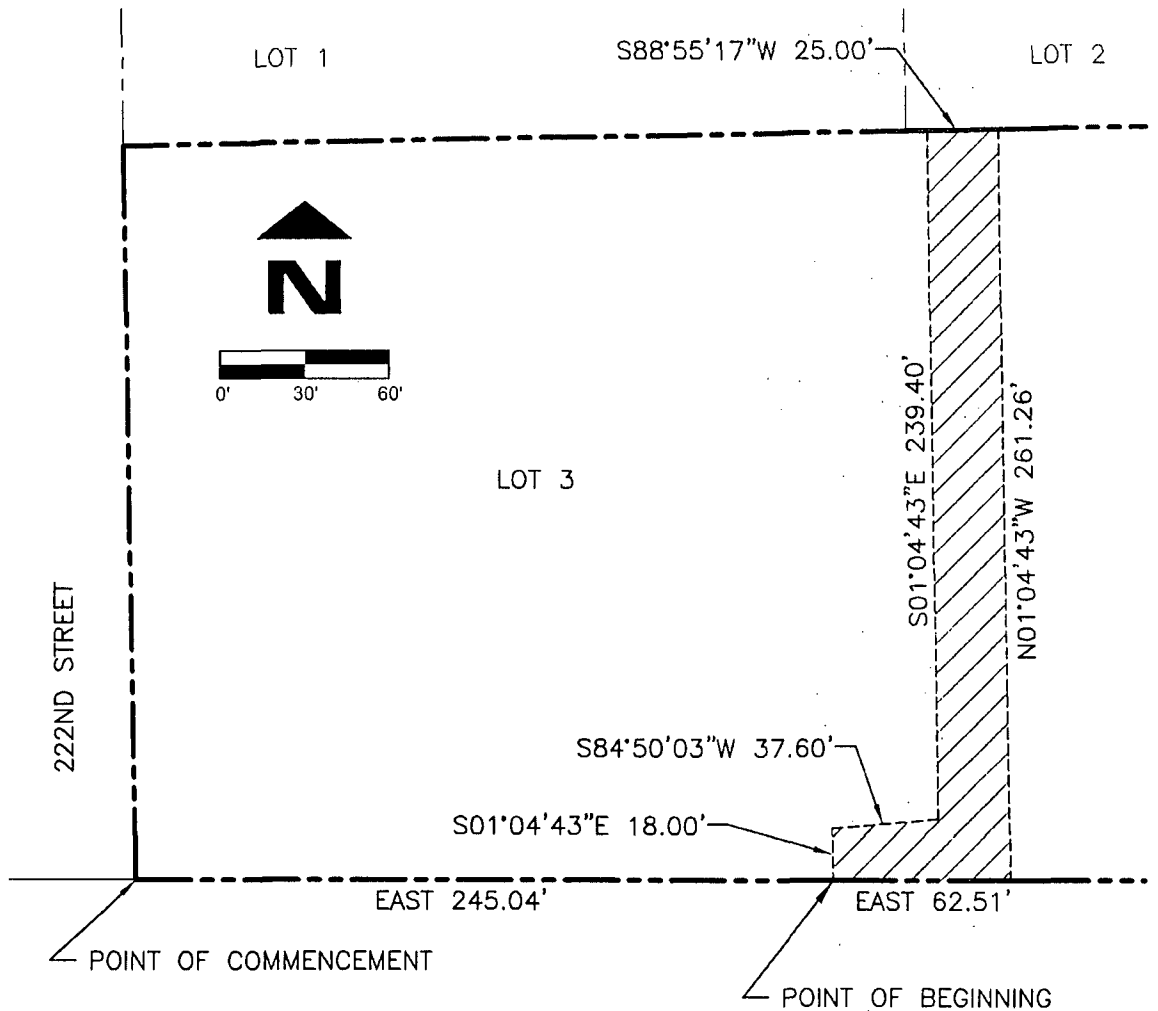
  
\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Easement Area

(Attached)



**LEGAL DESCRIPTION**

THAT PART OF LOT 3, PRIME BUSINESS PARK REPLAT ONE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST (ASSUMED BEARING) 245.04 FEET ON THE SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING EAST 62.51 FEET ON THE SOUTH LINE OF SAID LOT 3; THENCE N01°04'43"W 261.26 FEET ON A LINE 307.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 3 TO THE NORTH LINE THEREOF; THENCE S88°55'17"W 25.00 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE S01°04'43"E 2239.40 FEET; THENCE S84°50'03"W 37.60 FEET; THENCE S01°04'43"E 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,912 SQUARE FEET



Job Number: 1847-138 EX 2  
 thompson, dreessen & dorner, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: 06/02/2015  
 Drawn By: MRS  
 Reviewed By: DHN  
 Revision Date:

**EXHIBIT**

Book  
 Page