

2017-09049

04/25/2017 11 11:23 AM

*Clay J. Rouding*

REGISTER OF DEEDS



COUNTER P C.E. P  
VERIFY P DE P  
PROOF ant  
FEES \$ 34.00  
CHECK# 6220  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

**PERMANENT SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS

THAT **PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company, hereinafter referred to as GRANTOR, for and in consideration of the sum of **One Dollar (\$1.00) and other valuable consideration**, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto **SANITARY AND IMPROVEMENT DISTRICT NO. 292 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, hereinafter referred to as the SID, **PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**, a Nebraska mutual benefit corporation, hereinafter referred to as the ASSOCIATION, and the **CITY OF PAPILLION, NEBRASKA**, a municipal corporation, hereinafter referred to as the CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate sanitary sewers, and storm and drainage structures, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO  
SANITARY SEWER EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto the SID, THE ASSOCIATION, and the CITY, and their respective 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 sewers and drainage structures at the will of the SID, THE ASSOCIATION, and the CITY The GRANTOR may, following construction of said sewers and drainage structures continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the rights of the SID, the ASSOCIATION, and the CITY 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 or its successors and assigns without the express approval of the SID, the ASSOCIATION, and the CITY Improvements which may be approved by the SID, the ASSOCIATION, and the CITY 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 and its successors or assigns

After recording, return to  
John Q Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

- 2) That the SID, the ASSOCIATION, or the CITY will replace or rebuild any and all damage to improvements caused by the SID, the ASSOCIATION, or the CITY, or their respective successors or assigns, exercising their rights of inspecting, maintaining or operating said sewers, except that damage to, or loss of trees and shrubbery will not be compensated for by the SID, the ASSOCIATION, or the CITY
- 3) This Permanent Sewer Easement is also for the benefit of any contractor, agent, employee or representative of the SID, the ASSOCIATION, or the CITY and any of said construction and work
- 4) That the SID, the ASSOCIATION, or the CITY 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
- 5) That said GRANTOR does confirm with the said SID, the ASSOCIATION, and the CITY and their successors and assigns, that GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Permanent Sewer Easement in the manner and form aforesaid, and that GRANTOR shall warrant and defend this Permanent Sewer Easement to said SID, the ASSOCIATION, and the CITY and their assigns against the lawful claims and demands of all person This Permanent Sewer Easement runs with the land
- 6) That said Permanent Sewer Easement is granted upon the condition that the SID, the ASSOCIATION, or the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines and trees within the easement area as necessary for construction.
- 7) The parties acknowledge that the storm sewer and drainage structures are currently in place and shall be the responsibility of the ASSOCIATION and, upon annexation, the CITY, it shall not be the responsibility of the SID The SID and the City shall not disturb or damage the storm sewer and drainage structures in its ongoing responsibility regarding the sanitary sewer
- 8) The parties acknowledge that the sanitary sewer will be installed by the SID and shall be the responsibility of the SID and, upon annexation, the CITY, it shall not be the responsibility of the ASSOCIATION The ASSOCIATION and the City shall not disturb or damage the sanitary sewer in its ongoing responsibility regarding the storm sewer and drainage structures

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 13 day of April, 2017

**PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company

By John W Pink  
 Name: JOHN W PINK  
 Title: AUTHORIZED SIGNATORY

B

**SANITARY AND IMPROVEMENT DISTRICT NO. 292  
OF SARPY COUNTY, NEBRASKA**, a Nebraska political  
subdivision

By *Gerald L Torczon*  
Gerald L Torczon, Chairman

ATTEST

*Doris J Nicholson*  
Doris J Nicholson, Clerk

**PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**,  
a Nebraska mutual benefit corporation

By *John W Pink*  
Name JOHN W PINK  
Title VP

STATE OF NEBRASKA )  
  ) ss  
COUNTY OF Sarpy )

On this 13<sup>th</sup> day of April, 2017, before me, the undersigned, a Notary Public in and for said County, personally came John W. Pink Authorized Signatory of **PINK FAMILY INVESTMENTS, LLC**, a Nebraska limited liability company, to me personally known to be the Authorized Signatory of said limited liability company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written

State of Nebraska - General Notary  
MARY JAYNE THROENER  
My Commission Expires  
September 27, 2020

*Mary Jayne Throener*  
Notary Public

My commission expires Sept. 27, 2020

C

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this 11<sup>th</sup> day of April, 2017, before me, the undersigned, a Notary Public in and for said County, personally came **GERALD L. TORCZON** and **DORIS J. NICHOLSON**, Chairman and Clerk, respectively of **SANITARY AND IMPROVEMENT DISTRICT NO. 292 OF SARPY COUNTY, NEBRASKA**, a Nebraska political subdivision, to me personally known to be the persons whose names are affixed to the foregoing instrument in such capacities, and who acknowledged the execution of the same to be their voluntary act and deed on behalf of the District

WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written

State of Nebraska - General Notary  
MARY JAYNE THROENER  
My Commission Expires  
September 27, 2020

Mary Jayne Throener  
Notary Public

My commission expires Sept. 27, 2020

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Sarpy )

On this 13<sup>th</sup> day of April, 2017, before me, the undersigned, a Notary Public in and for said County, personally came John W. Pink, Vice President of **PINK INDUSTRIAL PARK 2 OWNERS ASSOCIATION**, a Nebraska mutual benefit corporation, to me personally known to be the Vice President of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation

WITNESS my hand and Notarial Seal at Omaha, Nebraska in said County the day and year last above written

State of Nebraska - General Notary  
MARY JAYNE THROENER  
My Commission Expires  
September 27, 2020

Mary Jayne Throener  
Notary Public

My commission expires Sept. 27, 2020

2017-09049

A

EXHIBIT "A"

# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A PERMANENT SEWER EASEMENT OVER PART OF TAX LOT 5A2A1 LOCATED IN SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

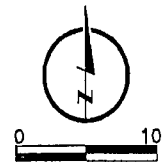
BEGINNING AT THE SOUTHEAST CORNER OF LOT B, PINK INDUSTRIAL PARK 2, A SUBDIVISION, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA:

THENCE NORTH 03°03'18" WEST (BEARINGS REFERENCED TO THE NEBRASKA STATE PLANE COORDINATE SYSTEM) FOR 315.17 FEET ON THE EAST LINE OF SAID LOT B, ALSO BEING THE WEST LINE OF SAID TAX LOT 5A2A1.

THENCE NORTH 86°56'42" EAST FOR 30.00 FEET;

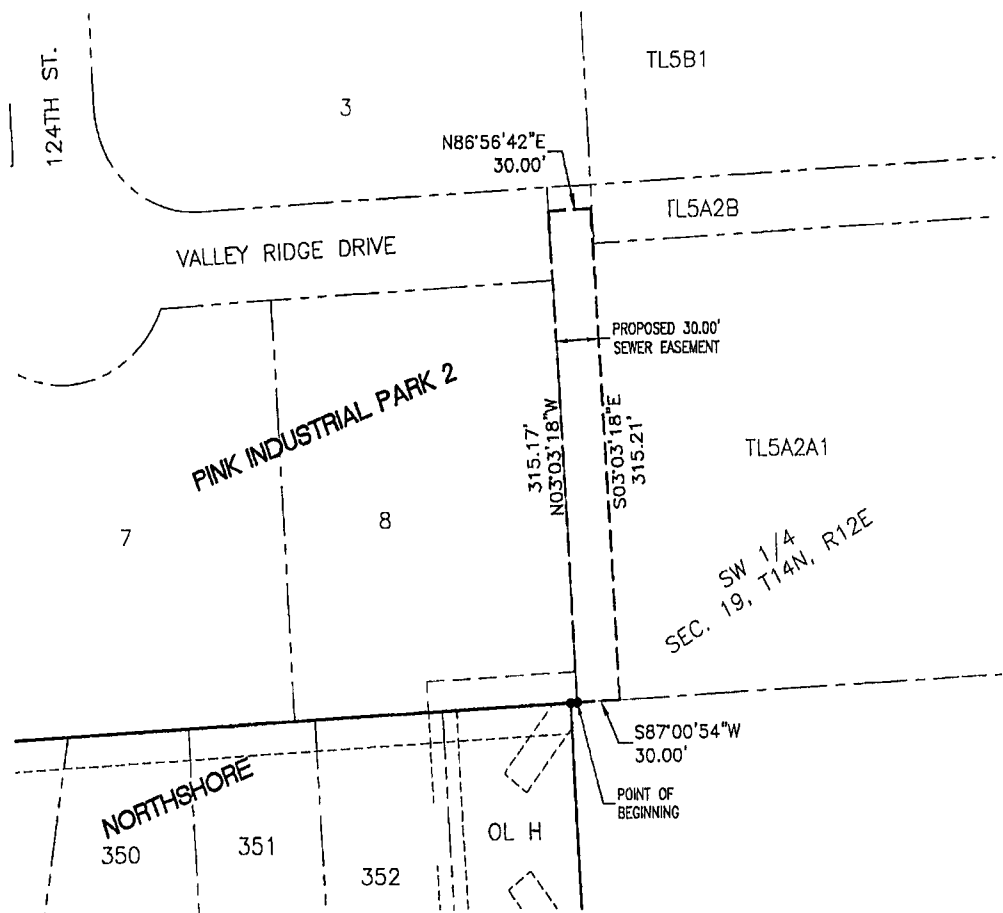
THENCE SOUTH 03°03'18" EAST FOR 315.21 FEET PARALLEL WITH AND 30.00' EAST OF THE WEST LINE OF SAID TAX LOT 5A2A1 TO THE SOUTH LINE OF SAID TAXLOT 5A2A1,

THENCE SOUTH 87°00'54" WEST FOR 30.00 FEET TO THE POINT OF BEGINNING.  
CONTAINS 9,456 SQUARE FEET.



## LEGEND

- EASEMENT LINE
- - - SECTION LINE
- LOT LINE



### 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 RER	DESIGNED BY	REVIEWED BY JLC	PROJECT - TASK NUMBER 0112044.33-030	DATE 3/16/17	BOOK AND PAGE	REVISIONS
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