COUNTER Ch C.E.Ch VERIFY Ch D.E. Ch D.E. Ch PROOF CHECK# CASH REFUND CREDIT SHORT NCR

FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

2018-06039

03/22/2018 3:00:18 PM

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REGISTER OF DEEDS



When Recorded Return To: Brent W. Beller Fullenkamp, Doyle & Jobeun 11440 West Center Road Omaha, NE 68144 (402) 334-0700

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT JASON MILLER FAMILY PROPERTIES, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, for and in consideration of the sum of \$10.00 and other valuable consideration for the grant of a Temporary Construction and Access Easement on the property described below; does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 330 of SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as GRANTEE), and to its successors and assigns, a Temporary Construction and Access Easement over, under, and through the easement area legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Area").

It is further agreed as follows:

- 1. Grantor reserves the right to use Grantor's Property and the Easement Area in any manner and for any purpose that does not interfere with Grantee's easement rights and its use of the easement. The rights granted herein shall not be construed to interfere with or restrict the use of the premises by Grantor, or its heirs or assigns.
- 2. The Grantee hereby agrees to restore the Easement Area to its original condition, as close as is practical to do so, upon completion of the construction.
- 3. The above described easement is to be used for the purpose of installation of a public sanitary sewer system and related facilities for the use and benefit of the Grantee. This temporary easement includes the right of ingress and egress over and through the Easement Area for the purposes of installing the public sanitary sewer system (the "Improvements").

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- 4. This Temporary Construction and Access Easement shall commence immediately, and shall expire sixty (60) days after the completion and acceptance of improvements in the area by the Grantee, but no later than twenty-four (24) months after the date of the recording of this instrument.
- 5. Grantee shall construct the Improvements in a workmanlike manner and in compliance with all applicable statutes, ordinances, rules and regulations of all governing public authorities as amended from time to time.
- 6. Grantee shall maintain, at its expense, and keep in full force and effect at all times while the easement is in existence, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, which shall include coverage against claims for injury, death or damage to persons or property occurring on, in, or about the Easement Area and Grantee's use therein.
- 7. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement Area.
- 8. Subject to matters of record, Grantor confirms with Grantee and its assigns that Grantor is seized in fee of the Easement Area and that it has the right to grant and convey the easement and rights granted herein.
- 9. All notices, requests, demands and other communications required or permitted under this Easement must be in writing and will be deemed to have been delivered, received and effective: (i) on the date of service, if served by hand delivery or by facsimile on the party to whom notice is to be given; or (ii) on the date received by the recipient of the notice properly addressed to the party at the address shown below, if sent by overnight Federal Express, equivalent overnight delivery or if sent by U.S. certified mail, return receipt requested. The addresses, telephone numbers, and facsimile numbers shown below are the places and numbers for delivery of all notices. Each party may change the place or number for delivery of notice by notifying the other party.

If to Grantor:

Jason Miller Family Properties, LLC

with copy to:

If to Grantee:

Sanitary and Improvement District No. 330 of

Sarpy County, Nebraska Attention: Chairman and Clerk

11440 West Center Road Omaha, NE 68144

with copy to:

Fullenkamp, Doyle & Jobeun 1440 West Center Road

Omaha, NE 68144

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Attention: Brent W. Beller, Esq.

- 10. This Easement will be governed by and construed in accordance with the procedural and substantive laws of the State of Nebraska.
- 11. Each person executing this Easement personally represents and warrants that he or she has the requisite authority to bind the party on whose behalf the Easement is being executed.
- 12. This Easement may be amended only by a recordable written instrument properly executed and notarized on behalf of Grantor and Grantee, or their respective successors and/or assigns.
- 13. This Temporary Construction and Access Easement may be executed in any number of counterparts, whether by original, copy or telecopy signature, and each counterpart of this Easement so executed shall, taken together, comprise one and the same original document.

[Signature Pages to Follow]

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IN WITNESS WHEREOF, the parties have executed this Easement as of the Effective Date.

GRANTOR:

JASON MILLER FAMILY PROPERTIES LLC, a Nebraska limited liability company,

By. Jasen J Miller Title: frasident

Date: 3/2/18

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.)
Jason Jillie , resi	owledged before me on this <u>a</u> day of <u>March</u> , 2018 , by <u>dent</u> of the Jason Miller Family Properties, LLC, a ne being his/her voluntary act and deed and the act and deed of

Notary Public
My Commission Expires: February 27, 2019

GENERAL NOTARY - State of Nebraska LAURIE SCANLON My Comm. Exp. February 27, 2019 **GRANTEE:**

SANITARY AND IMPROVEMENT
DISTRICT NO. 330 OF SARPY COUNTY,
NEBRASKA, a political subdivision of the
State of Nebraska

By: Mult 7-He	mA-
Michael Homo	_, Chairman of the Distric
Date: 2 · 28 · て018	

Attest:

By: Siew V. Gaen, Clerk of the District

<u>ACKNOWLEDGEMENT</u>

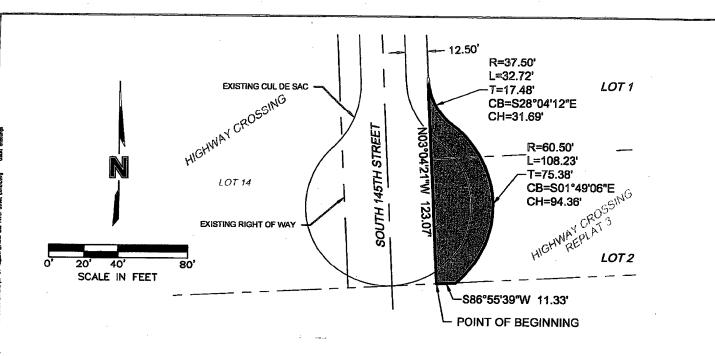
STATE OF NEBRASKA)	
)	SS.
COUNTY OF DOUGLAS)	

GENERAL NOTARY-State of Hebraska BRIANNA M. JOHNSON My Comm. Exp. March 2, 2021

Notary Public

My Commission Expires: 3/

EXHIBIT A LEGAL DESCRIPTION OF EASEMENT AREA (See Attached)



LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN PART OF LOTS 1 AND 2, HIGHWAY CROSSING REPLAT 3, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, HIGHWAY CROSSING REPLAT 3, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 145TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF SOUTH 145TH STREET, ON AN ASSUMED BEARING OF NO3'04'21"W, 123.07 FEET TO A POINT OF CURVATURE; THENCE ON A 37.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 32.72 FEET (LONG CHORD BEARS \$28'04'12"E, 31.69 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ON A 60.50 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 108.23 FEET (LONG CHORD BEARS \$01'49'06"E, 94.36 FEET) TO A POINT ON THE SOUTH LINE OF SAID LOT 2, HIGHWAY CROSSING REPLAT 3; THENCE \$86'55'39"W ON SAID SOUTH LINE OF LOT 2, HIGHWAY CROSSING REPLAT 3, 11.33 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 2770.69 SQ. FT. OR 0.064 ACRES MORE OR LESS.

DRAWN BY: BAD DATE: 04/20/2017 EASEMENT EXHIBIT OLSSON 9 TEL 402.341.51116 ASSOCIATES FAX 402.341.51116 1		PERMANENT ACCESS EASEMENT EXHIBIT	OLSSON 2111 South 67th Street, Suite 200 EXHIBIT 2111 South 67th Street, Suite 200 EXHIBIT 1 1
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