

COUNTER ah C.E. ah
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PROOF P
FEES \$ 46.00
CHECK# 1039
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-06039

03/22/2018 3:00:18 PM

Floyd J. Dowling

REGISTER OF DEEDS



When Recorded Return To:

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

BWR
@

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").

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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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: Jason J Miller
Name: Jason J Miller
Title: President

Date: 3/2/18

ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF SARPY

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The forgoing instrument was acknowledged before me on this 2 day of March, ²⁰¹⁸~~2017~~, by Jason J Miller, President of the Jason Miller Family Properties, LLC, a Nebraska limited liability company, the same being his/her voluntary act and deed and the act and deed of said limited liability company.

Laurie Scanlon
Notary Public
My Commission Expires: February 27, 2019

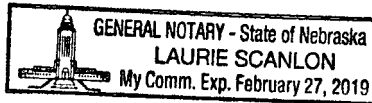


EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA
(See Attached)

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