



MISC 2016093665



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COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/08/2016 15:09:49.00



2016093665

This instrument was prepared by and upon recordation should be returned to:  
Ryan J. Dougherty, Houghton Bradford Whitted PC, LLO, 6457 Frances Street, Omaha, NE 68106

**ROOFTOP DRAINAGE EASEMENT**

THAT 1108 JACKSON STREET, LLC, a Nebraska limited liability company (hereinafter referred to as the "Grantor"), the owner of the property located at 1108 Jackson Street, Omaha, Nebraska 68102, and legally described as Lot 7, Block 165, Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska (hereinafter referred to as the "Burdened Property"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto KATHLEEN A. MOSER, TRUSTEE OF THE KATHLEEN A. MOSER REVOCABLE TRUST UTA DATED JUNE 1, 1999 (hereinafter referred to as "Grantee"), the owner of adjoining property located at 1114 Jackson Street, Omaha, Nebraska 68102, and legally described as the East 22.1 Feet of Lot 6, Block 165, Original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska (hereinafter referred to as the "Benefitted Property"), and its successors and assigns, a non-exclusive permanent easement for the right to have rainwater and snow melt deposited onto the roof of the Benefitted Property drain onto the roof of the Burdened Property.

TO HAVE AND TO HOLD unto Grantee and its respective successors and assigns. It is further agreed as follows:

1. The easement granted hereunder and all provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
2. The rights contained herein shall also be granted for the benefit of any contractor, agent, employee, or representative of the parties hereto.
3. Grantor, at Grantor's sole expense, shall maintain the rooftop drainage system servicing the Burdened Property. Further, Grantee will provide Grantor reasonable access to the roof of the Benefitted Property so Grantor can access the roof of the Burdened Property for the purpose of Grantor inspecting, repairing, replacing, using and/or maintaining the roof of the Burdened Property and the rooftop drainage system servicing the Burdened Property
4. This instrument contains the entire agreement of the parties; there are no other different agreements or understandings between Grantor, Grantee or their respective agents; and that the parties hereto, in executing and delivering this instrument, have not relied upon any promises, inducements, or representations of the other party or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this instrument this 7<sup>th</sup> day of November, 2016.

ATS 10460A

1108 JACKSON STREET, LLC, a Nebraska limited liability company,

BY: KATHLEEN A. MOSER REVOCABLE TRUST UTA DATED JUNE 1, 1999, Member

BY: Kathleen A. Moser  
Kathleen A. Moser, Trustee

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2016, by Kathleen A. Moser, Trustee of the Kathleen A. Moser Revocable Trust UTA dated June 1, 1999, Member of 1108 Jackson Street, LLC, a Nebraska limited liability company, on behalf of said company.



Katherine A. Zuerlein  
Notary Public

KATHLEEN A. MOSER REVOCABLE TRUST UTA DATED JUNE 1, 1999

BY: Kathleen A. Moser  
Kathleen A. Moser, Trustee

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of November, 2016, by Kathleen A. Moser, Trustee of the Kathleen A. Moser Revocable Trust UTA dated June 1, 1999, on behalf of said trust.



Katherine A. Zuerlein  
Notary Public