FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

COUNTER VERIFY PROOF FEES \$ CHECK#_ CASH CREDIT.

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2016-23929 09/20/2016 11:16:19 AM

REGISTER OF DE

REGISTER OF DEEDS



PERMANENT UTILITY AND **ACCESS EASEMENT**

and SANITARY AND IMPROVEMENT DISTRICT NO. 303 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID").

WHEREAS,

The SID is desirous of improving its storm sewer and drainage across the property owned by OWNER, and

OWNER is agreeable to the grant of the easement for the herein described storm drainage improvements. It is, therefore,

AGREED:

- For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned OWNER of the real estate hereinafter described, its heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grants and conveys to the SID as Grantee, its successors and assigns forever, hereinafter called the "SID", a permanent storm sewer and drainage easement over, across and through the said property to survey, construct, grade, shape, maintain, add to, the storm drainage and any and all appurtenances over, upon, above, along, under, in/across said property. The property is described and shown on the Easement Exhibit attached hereto and made a part hereof by this reference.
- The SID shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- This easement shall include the perpetual right of access to, and the entering upon, said real estate, at any time that the SID may see fit, and to construct, inspect, maintain, repair, patrol and regulate for the purposes of storm drainage (the "improvements"), together with the right to excavate and refill ditches and/or trenches for the location of said improvements and exclusive right to remove trees, bushes, undergrowth and other obstructions and control vegetation interfering with the access/or the location, construction and maintenance of said improvements and appurtenances.
- The SID shall properly and promptly refill any excavations made on said premises after the purpose of said improvements has been fulfilled and shall leave the premises in the same general condition as it was in before said SID entered upon the premises. If any fences or existing structures are moved for the purpose of excavating and maintaining said improvements, said items shall be promptly replaced by the SID upon completion of the work requiring such removal. The SID shall reimburse OWNER for any damages to OWNER'S crops caused by entering the premises or caused by excavating and repairing the improvements.
- The SID shall, at its cost and expense, construct, maintain, repair and/or replace, if necessary, the pipes, lines, apparatus, equipment, and appurtenances located within the easement area in accordance with all applicable regulatory requirements. In performing any maintenance or repair of said pipe, lines, apparatus, equipment, and appurtenances, or any part thereof, the SID agrees to defend, indemnify and save the Owner harmless from and against any and all liabilities, costs and damages (including, without limitation, reasonable attorneys' fees) arising out of, or in connection with the construction, maintenance and/or repair of the pipes, lines, apparatus, equipment, and appurtenances. The SID further agrees any damage to the property of Owner caused by SID in constructing, maintaining, repairing or replacing, if

necessary, said pipes, lines or otherwise exercising its rights granted herein, shall be maintained, repaired or replaced, if necessary, by SID at SID's sole cost and expense.

- The SID shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed and SID shall restore the easement area, to the extent practical, to its condition existing prior to any work by SID, including, without limitation, leveling the surface and reseeding the grass or repaving the easement area.
- The Owner shall have the right to require that the SID relocate the pipes, lines apparatus, equipment, and appurtenances to an alternate location on the property, which location shall be acceptable to the SID, in the SID's reasonable judgement, provided that the Owner shall pay for all costs incident to such relocation in advance thereof, and service to the SID of the SID's customers is not unreasonable interrupted, nor diminished in quality or capacity. The SID shall commence the performance of such relocation within a reasonable period of time subsequent to an agreement of the parties regarding the relocation. Such reasonable period shall take into consideration factors such as weather conditions, manpower and emergency situations. In the event of a relocation the parties agree to execute all documents necessary to evidence the SID's relocated easement rights.
- OWNER agrees that it will not place any permanent structures upon or over said easement which may impair said improvements without first obtaining the written consent of the SID, which shall not be unreasonably withheld.
- OWNER and SID acknowledge that this easement area is within an existing Black Hills Energy (BHE) gas main easement area, and that the SID is required to obtain an encroachment agreement from BHE for the storm sewer system.
- OWNER covenants with the SID that it is lawfully seized and possessed of the real estate above described, that OWNER has good and lawful right to convey it, or any part thereof, and that the property is free from all encumbrances and OWNER will warrant and defend the title thereto against the lawful claims of all other persons whomsoever, claiming by, through or under OWNER, but not otherwise.
- All provisions of this Easement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs and assignees of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, SARPY COUNTY SCHOOL DISTRICT NO. 37, GRANTOR and the SANITARY AND IMPROVEMENT DISTRICT NO. 303 OF SARPY COUNTY, NEBRASKA, GRANTEE have executed this instrument this Standard day of Lucius ...

GRANTOR:

SARPY COUNTY SCHOOL DISTRICT NO. 37

By: D 4	
Title: Pasadont	
STATE OF NEBRASKA §	
§ ss. COUNTY OF SARPY	
on this 8th day of august	, 2016, before me personally appeared
	e, or satisfactorily proved to be, the persons whose
names are subscribed to the above-written in to be for the purposes therein contained.	nstrument and who acknowledged such execution

WHEREOF I set my hand and official seal. IN WITN SARAH A. ROARTY My Commission Expires July 11, 2017

(SEAL)

GRANTEE:	
SANITARY AND IMPROVEMENT OF SARPY COUNTY MEBRASK By:	DISTRICT NO. 303
Title: <u>Chairman</u>	·
NO. 303 OF SARPY COUNTY, I	§ ss. § ss
IN WITNESS WHEREOF,	, I set my hand and official seal.
(SEAL)	Notary Public V. Por
00651474.DOC	
	State of Nebraska - General Notary TERESSA L BARNES My Commission Expires November 12, 2019

EASEMENT EXHIBIT LEGAL DESCRIPTION A PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF STORM SEWERS OVER THAT PART OF TAXLOT 1A1A2, LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 71, COVINGTON 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA; THENCE SOUTH 87'18'39" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF COVINGTON 2) FOR 10.00 FEET ALONG THE SOUTH LINE OF SAID TAXLOT 1A1A2; THENCE NORTH 02'43'13" WEST FOR 4.06 FEET; THENCE NORTH 44'55'59" WEST FOR 55.69 FEET; THENCE NORTH 45'04'01" EAST FOR 20.00 FEET; THENCE SOUTH 44'55'59" EAST FOR 49.68 FEET; THENCE NORTH 49'51'41" EAST FOR 65.46 FEET; THENCE SOUTH 40'08'19" EAST FOR 20.00 FEET; THENCE SOUTH 49'51'41" WEST FOR 69.15 FEET; THENCE SOUTH 02'43'13" EAST FOR 3.83 FEET TO THE SOUTH LINE OF SAID TAXLOT 1A1A2; THENCE SOUTH 87'18'39" WEST FOR 10.00 FEET TO THE POINT OF BEGINNING; LEGEND CONTAINS 2,659 SQUARE FEET. --- LOT LINE EASEMENT LINE TL1A1A2 NW 1/4 SEC. 31, T14N, R11E N45'04'01"E 20.00' STORM SEWER EASEMENT 20.00' STORM SEWER EASEMENT 125 CONTAINS 2659 SQ. FT. S02'43'13"E N02'43'13"W 3.83 4.06 S87'18'39"W S87°18'39"W 10.00 10.00 -EXISTING 20.00' STORM SEWER EASEMENT POINT OF BEGINNING -10.001 70 72 69 BRENTWOOD DRIVE 14710 West Dodge Road, Suite 100 402.496.2498 | P

AMP RYNEARSON & ASSOCIATES

402.496.2730 | F Omaha, Nebraska 68154-2027 www.LRA-Inc.com

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