

2016-23929

09/20/2016 11:16:19 AM

Cloyd J. Dowling

COUNTER	<u>LM</u>	C.E.	<u>LM</u>
VERIFY	<u>LM</u>	D.E.	<u>LM</u>
PROOF	<u>AD</u>		
FEES \$	<u>28.00</u>		
CHECK #			
CHG	<u>PAY</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	

REGISTER OF DEEDS

REGISTER OF DEEDS



**PERMANENT UTILITY AND
ACCESS EASEMENT**

This Easement Agreement is granted this 8th day of August, 2016, between, SARPY COUNTY SCHOOL DISTRICT NO. 37 (hereinafter referred to as "OWNER"), 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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

GRANTEE:

SANITARY AND IMPROVEMENT DISTRICT NO. 303
OF SARPY COUNTY, NEBRASKA

By: *Paul McCune*

Title: chairman

STATE OF NEBRASKA

§
§ ss.
§

COUNTY OF SARPY

On this 24th day of August, 2016, before me personally appeared Paul McCune, Chairman of and for SANITARY AND IMPROVEMENT DISTRICT NO. 303 OF SARPY COUNTY, NEBRASKA, known to me, or satisfactorily proved to be, the persons whose names are subscribed to the above-written instrument and who acknowledged such execution to be for the purposes therein contained.

IN WITNESS WHEREOF, I set my hand and official seal.

(SEAL)

Teresa L. Barnes
Notary Public

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;

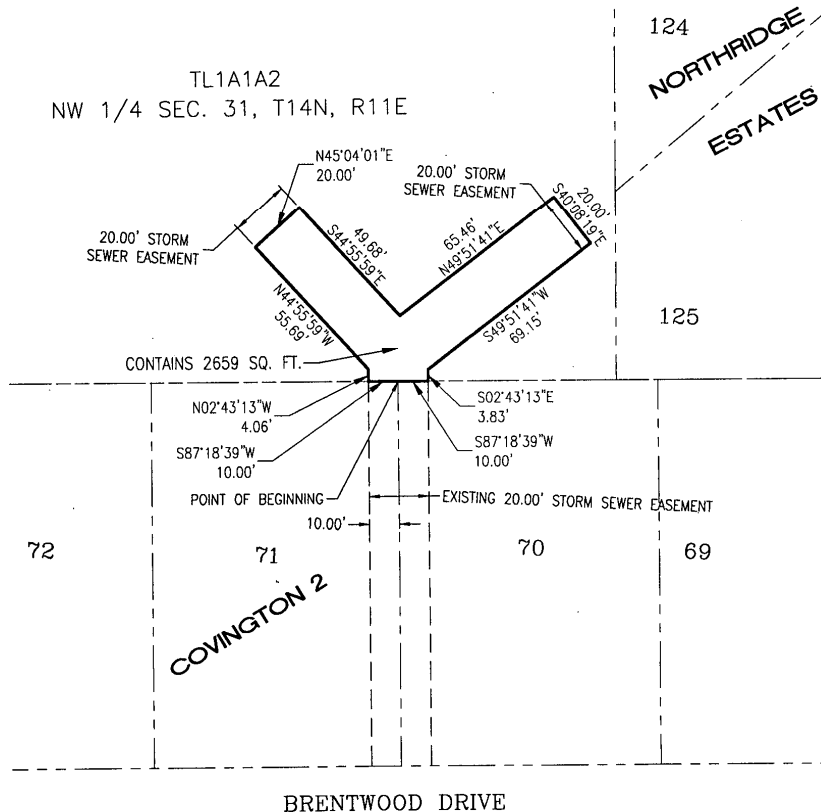
THENCE SOUTH 87°18'39" WEST FOR 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINS 2,659 SQUARE FEET.



LEGEND

- LOT LINE
- EASEMENT LINE



**LAMP RYNEARSON
& ASSOCIATES**

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