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SUBMITTED_THOMPSON, DREESSEN, & DOR

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2018-14405**  
2018 Jun 26 02:21:01 PM  
*Sheryl J. Dowling*  
REGISTER OF DEEDS  


### STORM WATER DETENTION BASIN EASEMENT

WHEREAS, Crumm Enterprises, LLC, a Nebraska limited liability company ("Grantor") is the owner of the following described real property:

Lot 1, Northridge Estates Replat 6, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("Lot 1"). A portion of Lot 1 is shown on Exhibit "A" attached hereto.

Grantor's real property includes the following:

See Exhibit "A" attached hereto for the legal description of the easement which is hereinafter referred to as the "Easement Area".

WHEREAS, GDC 370, LLC, a Nebraska limited liability company ("GDC 370"), is the owner of the following described real property:

Lot 2, Northridge Estates Replat 6, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska ("Lot 2"). A portion of Lot 2 is shown on Exhibit "A" attached hereto.

WHEREAS, Grantor is desirous of granting a nonexclusive easement for the purposes of constructing, operating, maintaining, inspecting and reconstructing a storm water detention basin for retaining and discharging storm water within the Easement Area in favor of Lots 1 and 2 and the owners, grantees, successors and assigns of Lot 1 and Lot 2, pursuant to the terms hereof, and

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Grant of Easement. Grantor does hereby grant and convey to the GDC 370, Lot 1 and Lot 2, and the owners of Lot 1 and Lot 2, and their respective heirs, successors, grantees, assigns,

Return To: James E. Lang, 13340 California Street, Suite 203, Omaha, NE 68154

invitees and lessees (together the "Grantee") a nonexclusive perpetual easement within the Easement Area for the purposes of constructing, maintaining, operating, inspecting and reconstructing a storm water detention basin (the "Basin") for the purposes of detaining, storing and discharging storm water and surface runoff water from Lot 1 and Lot 2, together with the right of ingress and egress to the Easement Area to construct, maintain, operate, inspect and reconstruct the Basin, which easement shall become effective upon the date hereof.

2. No Obstruction. No barrier or other obstruction of any nature or kind shall be constructed, erected or maintained within the Easement Area, which would in any way obstruct, impede or interfere with the reasonable use of the Easement Area for the purposes of constructing, maintaining, operating, inspecting and/or reconstructing the Basin and ingress and egress thereto for the purposes set forth herein.

3. Repair and Maintenance. The owners of Lot 1 and Lot 2 shall keep the Easement Area in good condition and perform on a continuous basis as necessary and reasonable maintenance and repairs, and if necessary, reconstruction of the Basin within the Easement Area. The repair and maintenance shall include all ordinary repairs and maintenance to maintain the Basin in a good operational condition. The owners of Lot 1 and Lot 2 shall equally share the costs incurred to construct, maintain, operate, inspect and reconstruct the Basin within the Easement Area.

4. Covenants Running with Land. All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of and be binding upon and enforceable by the owners of Lot 1 and Lot 2.

5. Execution. The Grantor hereby represents that it is the owner of the Easement Area described herein and has the right to convey this easement in the manner set forth herein. The provisions of this easement shall be construed pursuant to the laws of the state of Nebraska. This easement is binding upon and inures to the benefit of all present and future owners of Lot 1, Lot 2 and the Easement Area, and to their respective heirs, successors, representatives, assigns, invitees, lessees and grantees.

[signature pages to follow]

DATED this 5 day of June, 2018.

GRANTOR:

Crumm Enterprises, LLC, a Nebraska limited liability company

By: [Signature]  
Erich Trumm, Manager

GDC 370, LLC, a Nebraska limited liability company

By: [Signature]  
Eric Wieseler, Manager

STATE OF NEBRASKA ]  
COUNTY OF ~~SARPY~~ <sup>JSH</sup> ] SS.  
Douglas

The foregoing instrument was acknowledged before me this 5 day of June, 2018, by Erich Trumm, Manager of Crumm Enterprises, LLC, a Nebraska limited liability company.

JAMIE SHIPMAN-HARRINGTON  
General Notary - State of Nebraska  
My Commission Expires Dec 13, 2021

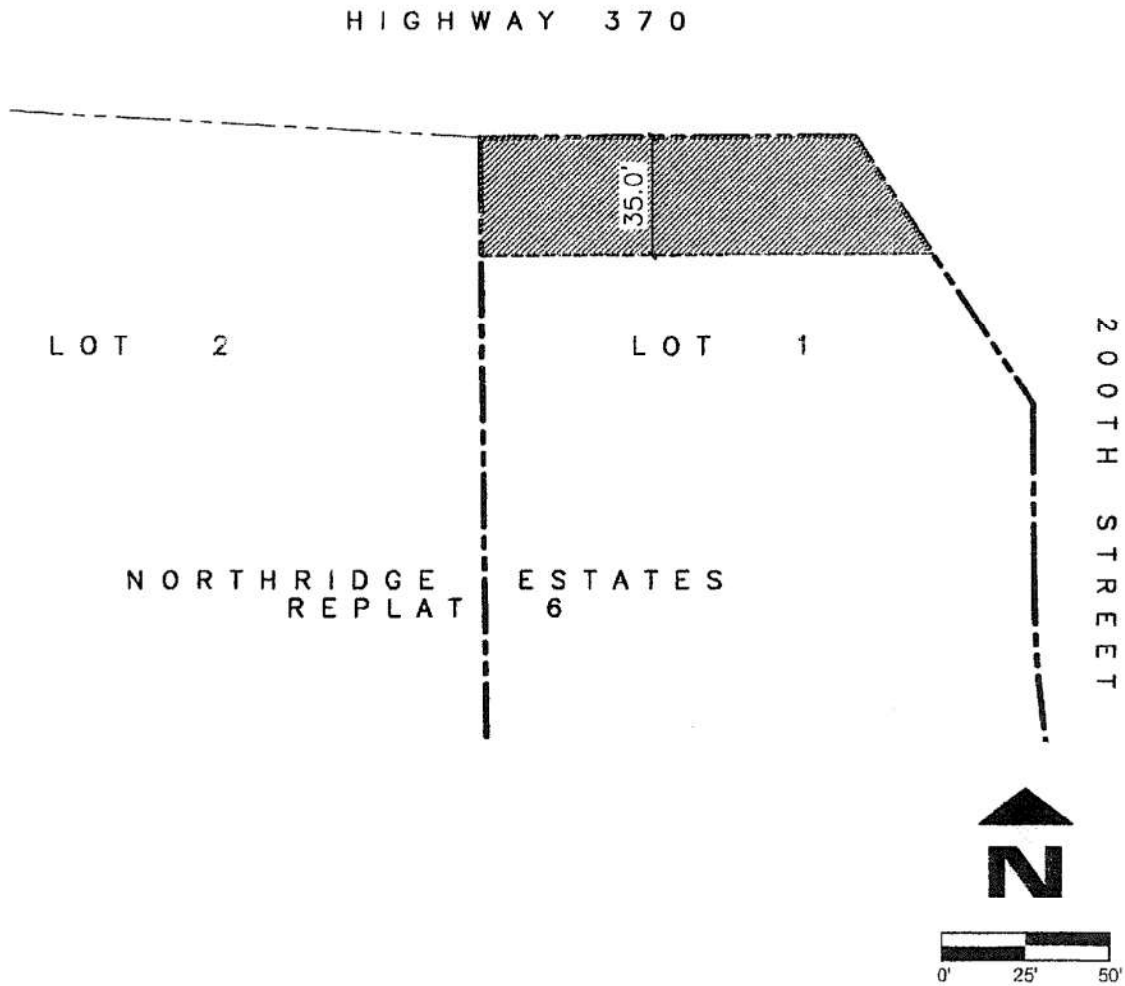
[Signature]  
Notary Public

STATE OF NEBRASKA ]  
COUNTY OF ~~SARPY~~ ] SS.  
Douglas

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2018, by Erich Wieseler, Manager of GDC 370, LLC, a Nebraska limited liability company.

GENERAL NOTARY - State of Nebraska  
JAN L. SAHS  
My Comm. Exp. May 30, 2019

[Signature]  
Notary Public



**LEGAL DESCRIPTION**

THE NORTH 35.00 FEET IN WIDTH OF LOT 1, NORTHRIDGE ESTATES REPLAT 6, A SUBDIVISION LOCATED IN SARPY COUNTY, NEBRASKA.



Job Number: 1970-156 EX  
thompson, dreessen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com

Date: 05-11-18  
Drawn By: BJH  
Reviewed By: DHN  
Revision Date:

EXHIBIT   A  

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