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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2018-00195

01/02/2018 3:28 34 PM

Floyd J. Rouding

REGISTER OF DEEDS



PERMANENT EASEMENT

When recorded return to:

*Adams & Sullivan, P C , L.L.O
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046-2843*

KNOW ALL MEN BY THESE PRESENTS:

THAT J & H Investments, LLC, a Nebraska limited liability company hereinafter referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Heimes Property Owners Association, Inc., a Nebraska non-profit corporation, and shall automatically be transferred to any city upon annexation of the property by such city, referred to as GRANTEE, and to its successors and assigns, a perpetual, non-exclusive permanent easement for the right to construct, maintain and operate a sanitary sewer, storm sewer and related drainage structures and appurtenances thereto for the benefit of Lots 1 through 5, inclusive, Heimes Subdivision, Sarpy County, Nebraska, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"
PERMANENT EASEMENT LEGAL DESCRIPTION**

("Permanent Easement").

The GRANTOR does hereby grant to the GRANTEE, to have and to hold unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sanitary sewer and storm sewer at the will of the GRANTEE within the Permanent Easement. The GRANTOR may either as of the date hereof, and following construction of said sanitary sewer and storm sewer, continue to use the Permanent Easement area conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

A

It is further agreed as follows:

- 1) As of the date of the grant of this Permanent Easement, the GRANTEE shall not have installed the sanitary sewer or storm sewer facility, however, the GRANTOR does hereby reserve the right to improve the Permanent Easement area at the sole and absolute discretion of the GRANTOR which shall include, but not be limited to, landscaping, road and/or street surfaces, parking area surfacing, signage, pavement, fencing, grass, trees, or shrubbery.
- 2) As of the date of the grant of this Permanent Easement and for the term of this Permanent Easement, GRANTOR reserves the right to improve the Permanent Easement area with such improvements, or other structures, or any grading, fill or fill material, or embankment work, in, on, over, or across said Permanent Easement area by GRANTOR, its successors and assigns without express approval or notice of or to the GRANTEE. Improvements which may be installed by GRANTOR include landscaping, road and/or street surfaces, parking area surfacing, signage, pavement, fencing, grass, trees, or shrubbery. These improvements placed on said Permanent Easement area shall be maintained by GRANTOR, and its successors or assigns. The GRANTOR does hereby covenant that GRANTOR'S improvements shall not, however, cause damage to GRANTEE'S sanitary sewer or storm sewer facility, and to the extent that GRANTOR'S improvements shall cause damage to GRANTEE'S sanitary sewer or storm sewer facility, the GRANTOR shall repair or replace the damaged sanitary sewer or storm sewer facility at GRANTOR'S sole cost and expense. In the event that GRANTOR is to repair or replace GRANTEE'S sanitary sewer and/or storm sewer facility hereunder, the GRANTOR shall be solely responsible for the repair or replacement of GRANTOR'S improvements within the Permanent Easement area.
- 3) That GRANTEE will replace or rebuild any and all damage to improvements or removed improvements caused by GRANTEE exercising its rights of installing, inspecting, maintaining or operating said sanitary sewer and storm sewer, at the GRANTEE'S sole cost and expense.
- 4) That GRANTEE may construct, maintain, repair, reconstruct and operate additional sanitary sewer and storm sewer systems within the Permanent Easement area described above consistent with the requirements of this Permanent Easement Agreement and subject to all obligations of the GRANTEE hereunder regarding replacement of any damage to improvements and restoration of the Permanent Easement area as set forth in paragraph 6. below.
- 5) This Permanent Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 6) That GRANTEE shall cause any trench or excavation made on said Permanent Easement area to be properly refilled and shall cause the premises, including all improvements and installations made by GRANTOR to be returned to a condition reasonably similar to the improved condition that existed immediately prior to the work performed by the GRANTEE, at the GRANTEE'S sole cost and expense. Any sanitary sewer or storm sewer installations by GRANTEE in the Permanent Easement area shall be below grade, other than manholes, which shall be installed flush with the existing grades.
- 7) That said GRANTOR does confirm with the said GRANTEE and its assigns, that GRANTOR is well seized in fee of the above described property and that it has or have the right to grant and convey this Permanent Easement in the manner and form aforesaid, and that it will warrant and defend this Permanent Easement to said GRANTEE and its assigns against the lawful claims and demands of all persons claiming the same by, through or under GRANTOR. This Permanent Easement runs with the land.
- 8) Each party agrees to indemnify, defend and hold harmless the other party, and its agents, employees,

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tenants, licensees, contractors, guests, occupants and permittees (the "Indemnitees") from any and all damages, losses, injuries to persons (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses, including without limitation, reasonable attorneys' fees and costs, incurred or suffered by the Indemnitees arising out of or in connection with each party's exercise of their rights granted in this Permanent Easement Agreement, or the failure to perform its obligations under this Permanent Easement Agreement; provided, however, that such damages, losses, injuries to persons (including death) and property, liabilities, costs, claims, demands, suits, proceedings, causes of action and expenses were not incurred as a result of the negligence or willful misconduct of the party seeking such indemnity.

- 9) That this instrument contains the entire agreement of the parties with respect to the subject matter hereof; that there are no other or different agreements or understanding between GRANTOR and the GRANTEE or its agents regarding the Permanent Easement granted herein other than as are contained in this Permanent Easement Agreement; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein and in such Permanent Easement Agreement.

[Signature pages follow]

C

IN WITNESS WHEREOF, the said GRANTOR has hereto set its hand on the dates indicated below.

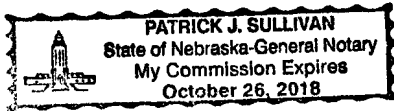
J & H INVESTMENTS, LLC, a Nebraska limited liability company

By: *Thomas Heimes*
Name: Thomas Heimes
Title: Manager

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this 19th day of December, 2017, before me, a Notary Public in and for said County, personally came Thomas Heimes, Manager of J & H Investments, LLC, a Nebraska limited liability company, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such authorized person on behalf of J & H Investments, LLC.

WITNESS my hand and Notarial Seal the day and year last above written.



Patrick J. Sullivan
NOTARY PUBLIC

(Notary Seal)

D

IN WITNESS WHEREOF, the said GRANTEE has hereto set its hand on the dates indicated below.

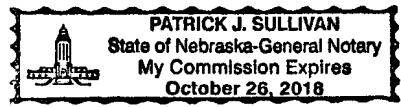
HEIMES PROPERTY OWNERS ASSOCIATION,
INC., a Nebraska non-profit corporation

By: *Thomas F. Heimes*
Name: Thomas F. Heimes
Title: President

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

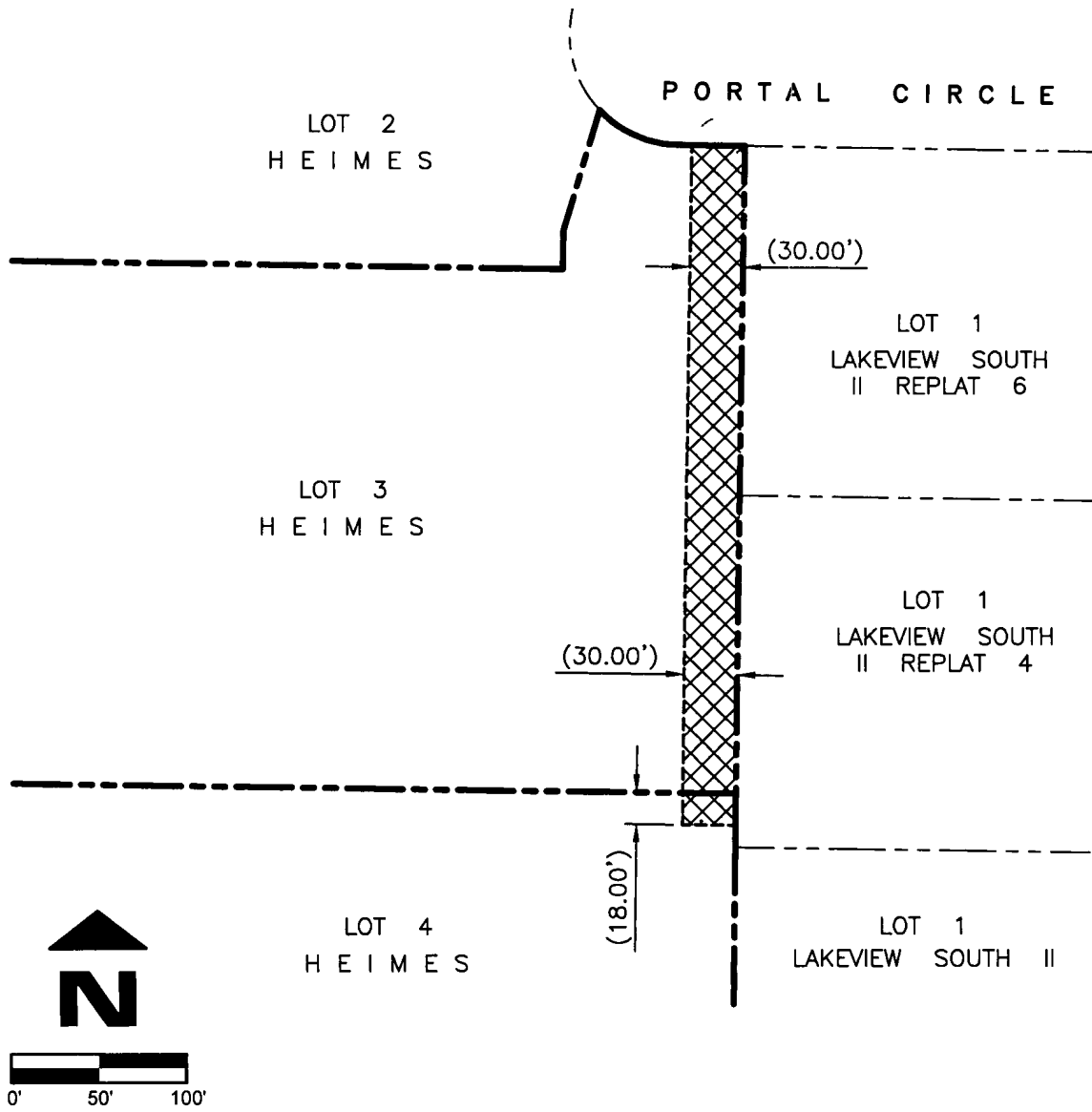
On this 19th day of December, 2017, before me, a Notary Public in and for said County, personally came Thomas F. Heimes, President of Heimes Property Owners Association, Inc., a Nebraska non-profit corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such authorized person on behalf of Heimes Property Owners Association, Inc.

WITNESS my hand and Notarial Seal the day and year last above written.



Patrick J. Sullivan
NOTARY PUBLIC

(Notary Seal)
DOCS/1907506 2



LEGAL DESCRIPTION

THE EAST 30.00 FEET OF LOT 3 AND THE EAST 30.00 FEET OF THE NORTH 18.00 FEET OF LOT 4, ALL IN HEIMES, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

	Job Number 1642-108-EX1 thompson, dreessen & dorner, inc 10836 Old Mill Rd Omaha, NE 68154 p 402 330 8860 f 402 330 5866 td2co.com	Date SEPT 15, 2017 Drawn By RJR Reviewed By JDW Revision Date	EXHIBIT "A"	Book Page