

\$ 35.50



04020174

INST. NO 2004

2004 APR -5 A 10:15

020174

LANCASTER COUNTY, NE

BLOCK
7
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CROCKE
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FILED
APR 5 2004
LANCASTER

SANITARY SEWER EASEMENT AGREEMENT

This Sanitary Sewer Easement Agreement is entered into by and between 134th and O Street Partnership, a Nebraska general partnership, ("134th & O") and Crooked Creek Homes Association, a Nebraska nonprofit corporation ("Crooked Creek"), pursuant to the following terms, provisions, conditions and covenants, to wit:

PURPOSE AND INTENT

- A. 134th & O is the owner of certain property described on the attached Exhibit "A", ("the Property"). Exhibit "B" attached hereto shows the approximate location of the easement granted hereby upon the Property.
- B. Crooked Creek is the homeowners association for the Crooked Creek Addition in Lancaster County, Nebraska (the "Development"), which is adjacent to the Property.
- C. Crooked Creek desires to obtain and 134th & O is willing to grant to Crooked Creek a sanitary sewer easement on the terms and conditions contained in this Easement.

GRANT OF EASEMENT

1. Sanitary Sewer Easement. For and in consideration of the sum of one dollar (\$1.00) and in further consideration of the mutual covenants and conditions contained herein, 134th & O conveys to Crooked Creek an easement ("Easement") on, over and under that portion of the Property forty feet wide, twenty feet on either side of the buried sewer line on the Property, and specifically identified as the "Easement Area" on Exhibit "B", attached hereto, as may be reasonably necessary for the construction, reconstruction, operation, repair, replacement and maintenance of a sanitary sewer, and all appurtenances to the sewer (collectively the "Sewer System"), together with the right of ingress and egress necessary for the use and enjoyment of the Easement.

Pierson

134th & O grants the Easement without divesting itself of title and ownership of the rights to use and enjoy the Property for any purpose, subject only to the right of Crooked Creek to use the Property for the purposes provided in this Agreement.

2. Notice Maintenance and Repair. Crooked Creek shall provide 134th & O with reasonable notice, in light of the exigency of the circumstances, prior to entering on the Property in the exercise of its rights under this Easement. Crooked Creek shall exercise its rights under this Easement in such a manner so as to minimize, to the extent possible, any interference with 134th & O's use of the Property and the operation of 134th & O's businesses on and around the Property. Crooked Creek shall repair, at its sole cost and expense, any damage to the Property caused by it, or by its members, agents, employees or contractors, in exercising its rights granted by this Easement, provided however that Crooked Creek shall have no obligation for any material increase in the cost of repair caused by any change made in or to the Property or any change in the use of the Property from and after the date of the execution of this Agreement. Crooked Creek shall, at its sole cost and expense, maintain the Sewer System in good condition and repair, provided, however, 134th & O shall be responsible for the cost of repairing any damage to the Property and the Sewer System caused by any act, error or omission of 134th & O, its agents, employees, contractors, member and invitees.

3. Default and Lien. If Crooked Creek fails to perform or comply with any of its duties or obligations within fifteen (15) days after written demand for compliance shall have been received by Crooked Creek, unless such default shall be of a nature that it cannot be completely cured within such fifteen (15) day period, but the curing of the default has been commenced within the fifteen (15) day period and shall thereafter be continued with reasonable diligence, then in each such case, in addition to all other remedies it may have at law or in equity, 134th & O may perform such duties or obligations for the account and at the expense of Crooked Creek, and Crooked Creek, immediately on receipt of an itemized invoice of the cost and expense thereof, agrees to promptly pay the reasonable cost and expense incurred by 134th & O, with interest at the rate of one and one-half percent (1 1/2%) per month to the date payment is received. If Crooked Creek does not promptly pay the reasonable cost and expense, 134th & O shall have a limited power of attorney for and on behalf of Crooked Creek to file or record a lien against the Crooked Creek Properties pursuant to the Restrictive Covenants recorded on December 30, 2002 with the Lancaster register of Deeds as Instrument No. 2002-095271. The amount of the lien that may be filed or recorded against a Crooked Creek lot shall be the prorata share of the total cost divided by the total number of lots within the Crooked Creek Properties.

4. Use of Sewer System. 134th & O shall have the right to tap onto and use the Sewer System as provided in this paragraph. Prior to tapping on, Crooked Creek shall have plans prepared by an engineer licensed by the State of Nebraska detailing the design and identifying any changes required to the Sewer System in order to serve the use(s) for which 134th & O is tapping onto the Sewer System. The changes shall be in accordance with all governmental rules, restrictions and changes. The plans so prepared shall be subject to the reasonable review and approval of Crooked Creek to be reasonably assured that the proposed connection will not have a materially adverse impact on the Sewer System. The plans of 134th & O as approved by Crooked Creek are referred to as "Sewer Tap Plans". 134th & O shall be solely responsible for and shall pay all costs, fees, and expenses associated with or in any manner arising out of the

Sewer Tap Plans, specifically including, without limitation costs, fees and expenses for tapping on to the Sewer System and for construction, reconstruction, repair, improvement, and expansion of the Sewer System, including, without limitation, the sewer lines and the lagoon or waste treatment facility into which the sewage flows, and all appurtenances to the same, necessitated or required to accommodate the Sewer Tap Plans. In the event 134th & O connects to the Sewer System, it shall on and after that date, contribute a percentage of the costs of the ongoing repair, maintenance, reconstruction and operation of the Sewer System based upon the measured or reasonably estimated flows it puts into the Sewer System as compared to the flows generated by the Crooked Creek Properties. Crooked Creek makes no representations or warranties to 134th & O as to the capability of the Sewer System to accommodate the Sewer Tap Plans of 134th & O.

5. Binding Effect. This Easement shall run with the land and be binding upon the successors and assigns of the parties.

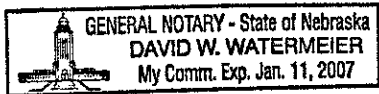
Dated: 3/20, 2004.

134th and O Street Partnership

By: [Signature]
Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 20~~th~~ day of March, 2004, by Marc Cruse of 134th and O Street Partnership, a Nebraska partnership, on behalf of the partnership.



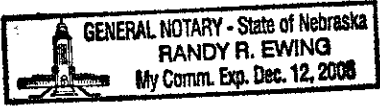
[Signature]
Notary Public

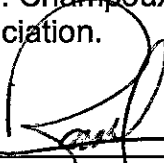
Crooked Creek Homes Association

By: [Signature]
Steve M. Champoux, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 12th day of March, 2004, by Steve M. Champoux, President of Crooked Creek Homes Association on behalf of the association.





Notary Public

40' WIDE SANITARY SEWER EASEMENT

Crooked Creek
Addition

A LEGAL DESCRIPTION OF A PORTION OF LOT 41, BLOCK 1
LOCATED IN THE EAST HALF OF SECTION 29, T. 10 N., R. 8 E. OF THE
6TH P.M., LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF
SECTION 29, ALSO THE INTERSECTION OF S. 134TH & 'O' STREET;
THENCE S. $00^{\circ}-12'-30''$ E., 59.00 FEET; THENCE N. $89^{\circ}-44'-16''$ W.,
960.90 FEET; THENCE S. $00^{\circ}-15'-44''$ W., 1135.94 FEET TO THE POINT
OF BEGINNING;

THENCE S. $03^{\circ}-03'-08''$ E., 22.34 FEET; THENCE S. $39^{\circ}-03'-08''$ E.,
40.92 FEET; S. $56^{\circ}-35'-30''$ W., 33.85 FEET; THENCE S. $19^{\circ}-03'-46''$ W.,
1380.18 FEET; THENCE S. $12^{\circ}-22'-10''$ W., 511.93 FEET; THENCE S. 60°
 $-13'-14''$ W., 53.95 FEET; THENCE N. $12^{\circ}-22'-10''$ E., 550.48 FEET; THENCE
N. $19^{\circ}-03'-46''$ E., 1402.10 FEET; THENCE N. $33^{\circ}-24'-30''$ W., 16.35
FEET; THENCE N. $56^{\circ}-35'-30''$ E., 49.95 FEET TO THE POINT OF
BEGINNING AND CONTAINING A CALCULATED AREA OF 79,211.50 S.F.
OR 1.81 ACRES MORE OR LESS.



EXISTING 'AG'

STREET

8 86°44'18" E 2562.01'

EXISTING 'AG'

EXISTING 'AG'

NOT PART OF | BARRING GRAVE

EXISTING 'AG'

BRUND
CAMERON
& ASSOCIATES
LAND USE PLANNING
ARCHITECTURAL
& ENGINEERING
DESIGN

OLD COUNTRY ROAD
LINDOCK, IN. 46151
PHONE: (419) 454-3444
FAX: (419) 454-3445
WWW.BRUNDCAMERON.COM

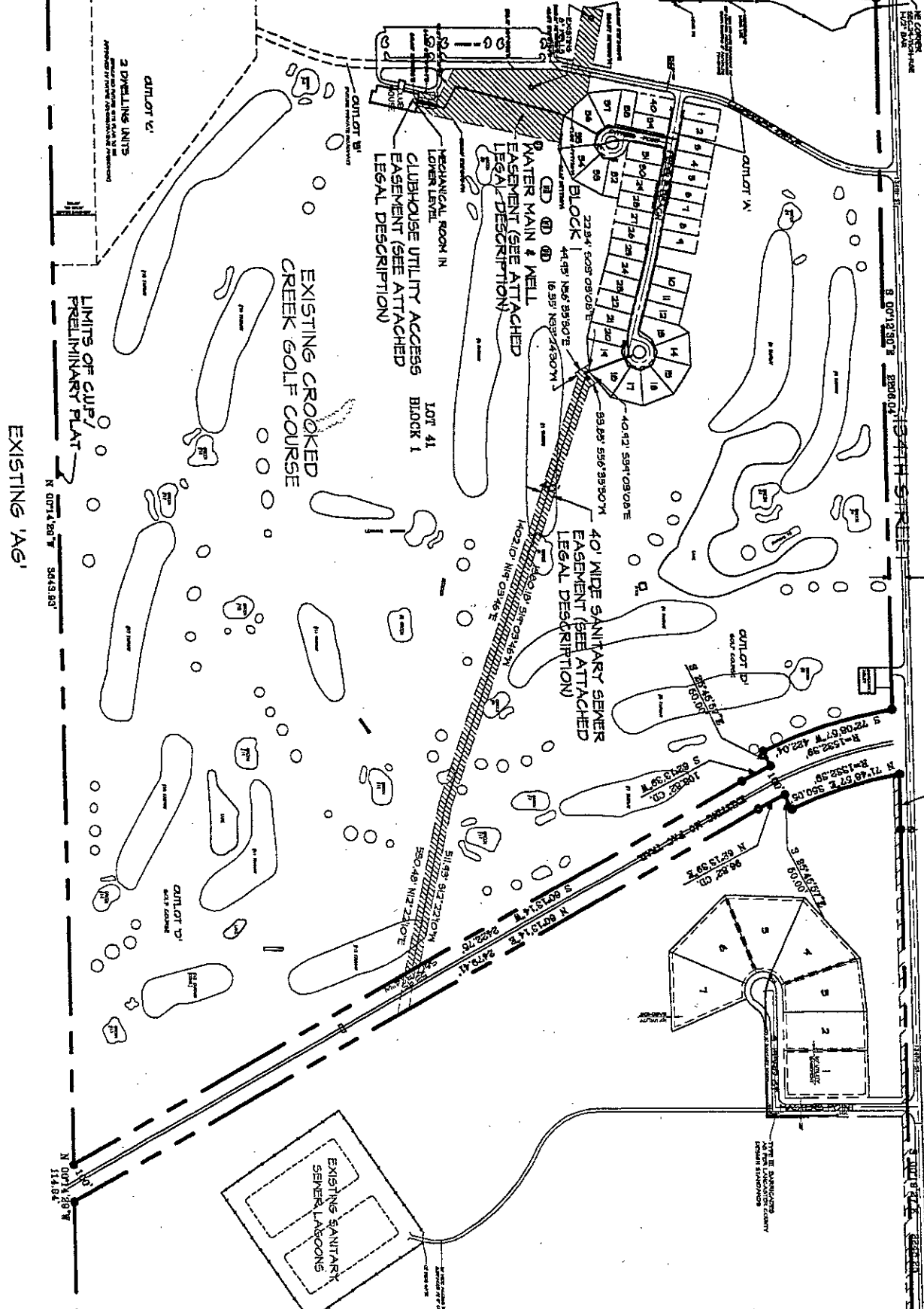
EXHIBIT

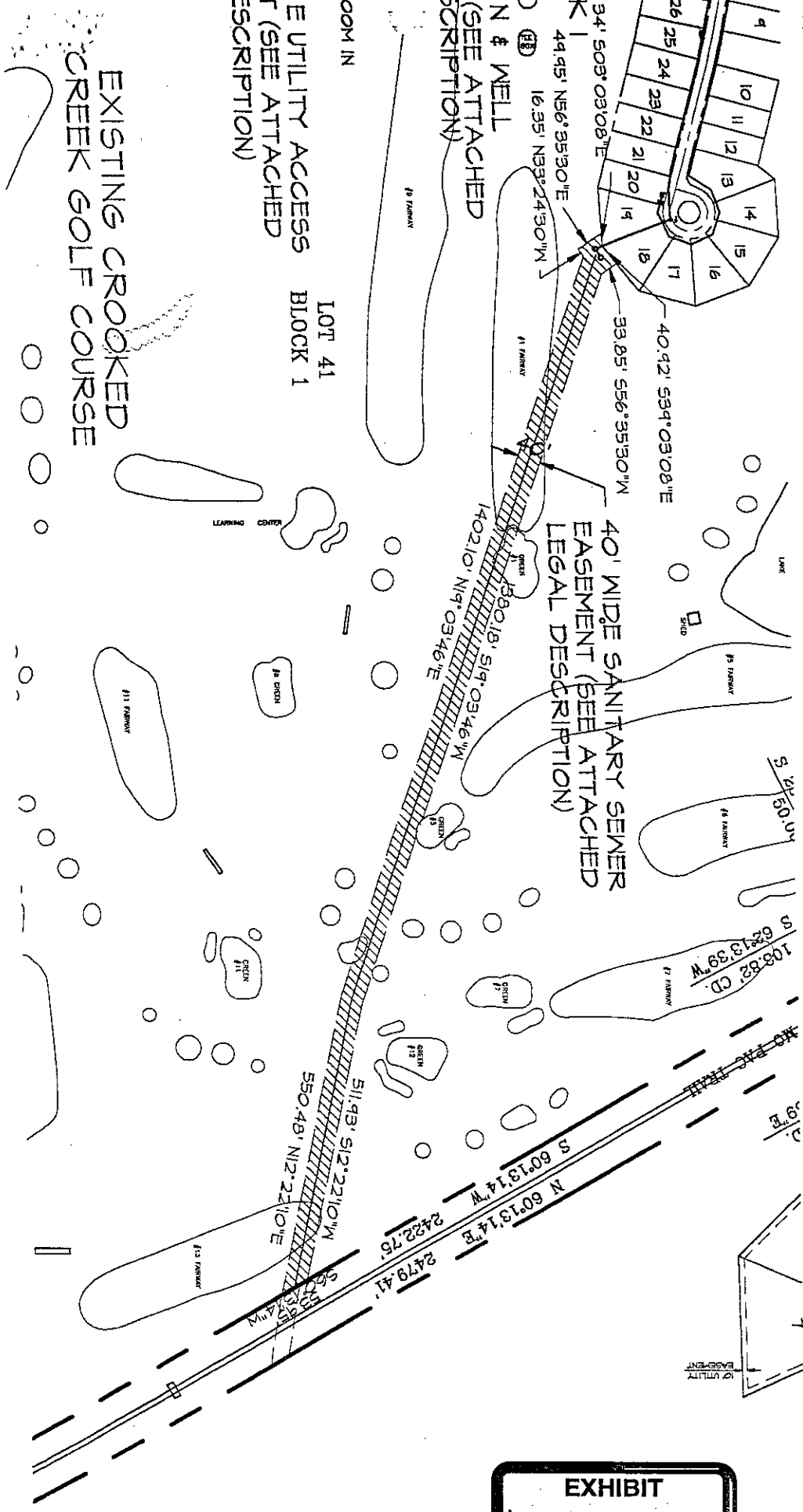
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Page 1

SCALE: N/A
PROJECT: CROOKED CREEK
DATE: 10/15/11

1 OF 1





EXHIBIT

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