COUNTER_LM
VERIFY_LM
FEES \$ <u>22.00</u>
CHG_SFILE
SUBMITTED_THOMPSON, DREESSEN, & DOR

FILED SARPY CO. NE. INSTRUMENT NUMBER

2016-20932

2016 Aug 22 11:48:57 AM

Day J. Davidney

REGISTER OF DEEDS

## PERMANENT STORM SEWER & DRAINAGE EASEMENT

When recorded return to: City of La Vista, Nebraska Public Works Department 8116 Park View Blvd. La Vista, NE 68128

### KNOW ALL MEN BY THESE PRESENTS:

THAT Cookaroo Investments, L.L.C., a Nebraska Limited Partnership, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of <u>one dollar</u> (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto the City of La Vista, Nebraska, a Municipal Corporation, hereinafter referred to as "GRANTEE," and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a storm sewer and drainage structure, and/or drainage way and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

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

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 sewer or drainage at the will of the GRANTEE. The GRANTOR may, following construction of said sewer continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed.

It is further agreed as follows:

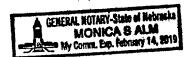
- 1) That no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
- 2) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said sewer or drainage, except that damage to, or loss of trees and shrubbery will not be compensated for by GRANTEE.

- 3) This permanent sewer and drainage easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
- 4) That GRANTEE shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
- 5) That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the said GRANTEE and its assigns that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer and drainage easement is granted upon the condition that the GRANTEE may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 7) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents; 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:

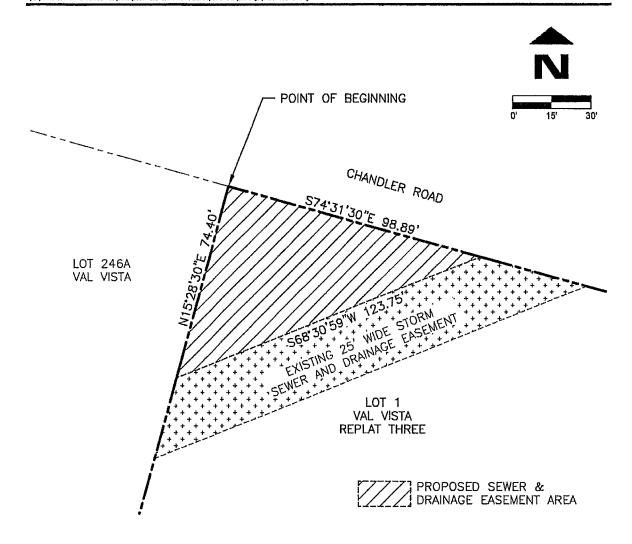
IN WITNESS WHEREOF, the said party of the first part has hereunto and these presents to be signed by its respective member this \_\_\_\_\_\_\_, 2016.

# Cookaroo Investments, LLC. A Nebraska Limited Liability Company, By: AMC Industrial, LLC. By: Andy Mallory, Member of AMC Industrial, LLC. ACKNOWLEDGEMENT OF NOTARY STATE OF NEBRASKA

) ss COUNTY OF DOUGLAS )



NOTARY PUBLIC



# LEGAL DESCRIPTION

THAT PART OF LOT 1, VAL VISTA REPLAT THREE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S74'31'30"E (ASSUMED BEARING) 98.89 FEET ON THE NORTH LINE OF SAID LOT 1; THENCE S68'30'59"W 123.75 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N15'28'30"E 74.40 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



Job Number: 1691-105 EX thompson, dreessen & dorner, inc 10836 Old Mill Rd Omaha, NE 68154 p.402.330,8860 f.402.330,5866 td2co.com

Date: 07/22/2018 Drawn By: MRS Reviewed By: DHN Revision Date: EXHIBIT "A"

Book Page