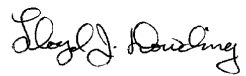


COUNTER_DKH
VERIFY_DKH
FEES \$ 34.00
CHG_SFILE
SUBMITTED_WALENTINE O'TOOLE MCQUILLAN

NEBRASKA DOCUMENTARY
STAMP TAX
Nov 18, 2014
\$ Ex023 By DKH

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2014-25760
2014 Nov 18 11:08:48 AM

REGISTER OF DEEDS



Return to:

Michael F. Kivett
Valentine O'Toole McQuillan & Gordon, L.L.P.
PO Box 540125
Omaha NE 68154-0125

PERMANENT STORM SEWER EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **SARPY COUNTY SCHOOL DISTRICT 73-0037 (A/K/A GRETNA PUBLIC SCHOOL DISTRICT)**, a Nebraska school district, hereinafter referred to as GRANTOR, for and in consideration of the sum of **One Dollar (\$1.00)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **DRAGON STORAGE LLC**, a Nebraska limited liability company, hereinafter referred to as the GRANTEE, a permanent storm sewer easement for the right to construct, maintain and operate storm sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT STORM SEWER EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto the 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 sewers, drainage structures and/or drainage ways at the will of the GRANTEE under the following agreed to terms and conditions:

The GRANTOR and GRANTEE agree to the terms of this Permanent Storm Sewer Easement Agreement as follows:

1. The GRANTOR may, following construction of said sewers, drainage structures and/or drainage ways 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.
2. The GRANTOR and GRANTEE acknowledge and agree, as a part of this project, Best Management Practices (BMP's) were designed and installed to comply with the City and the Papillion Creek Watershed Partnership's (PCWP) Post Construction Stormwater Management Plan. Annual inspections and reporting of the BMP's are required as a part of the Post Construction Stormwater Management Plan Maintenance Agreement (hereinafter "Maintenance Agreement") that was recorded for the property. Annual inspections need to be conducted by a specialist as approved by the PCWP. Monthly and quarterly inspections are also required by your Maintenance Agreement. These can be conducted by the GRANTEE or facility manager, and documented for the annual report. The annual report shall be provided to the GRANTOR within thirty (30) days of issuance.
3. 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 or its successors and assigns without the express approval of the GRANTEE. Improvements which may be approved by the 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, its successors or assigns.

4. That the GRANTEE will replace or rebuild any and all damage to improvements caused by the GRANTEE in exercising its rights of inspecting, maintaining or operating said sewer at GRANTEE'S cost, except that damage to, or loss of trees and shrubbery will not be compensated for by the GRANTEE.

5. That in the event the annual inspections and reporting for the BMP's establish that the sewer system installed by the GRANTEE within the easement area is not in compliance with the Maintenance Agreement that was recorded for the property, or if the volume or velocity of water flow over and across the easement strip conveyed hereby is in excess of the pre-developed measurements of the volume and velocity of water flow set forth in the plans and specifications for the GRANTEE'S project (hereinafter referred to as "Excess Water Flow"), which are incorporated herein by this reference, the GRANTEE at GRANTEE's sole cost shall:

a. Within thirty (30) days of receipt of written notice from the GRANTOR of such Excess Water Flow deliver to the GRANTOR a remediation plan to (1) cure the non-compliance with the Maintenance Agreement, or (2) return the volume or velocity of water flow over and across the easement to a condition that is within the pre-developed measurements of the volume and velocity of water flow set forth in the plans and specifications for the GRANTEE'S project.

b. Within ninety (90) days of receipt of written notice from the GRANTOR of such Excess Water Flow following written approval of the GRANTEE'S approval of the remediation plan complete such remediation plan in a manner that (1) cures the non-compliance with the Maintenance Agreement, and/or (2) returns the volume or velocity of water flow over and across the easement to a condition that is within the pre-developed measurements of the volume and velocity of water flow set forth in the plans and specifications for the GRANTEE'S project;

PROVIDED, that should the GRANTEE fail or neglect to comply with the mandates of paragraph 5.a or 5.b. above, the GRANTOR may, in its sole discretion, develop a remediation plan to (1) cure the non-compliance with the Maintenance Agreement, or (2) return the volume or velocity of water flow over and across the easement to a condition that is within the pre-developed measurements of the volume and velocity of water flow set forth in the plans and specifications for the GRANTEE'S project, and complete such remediation plan or plans at a cost determined by the GRANTOR, with such cost constituting a lien on the GRANTEE's rights under this easement until paid by the GRANTEE, a breach of this easement agreement and just cause for the termination of this Permanent Storm Sewer Easement Agreement and easement granted thereby.

6. This Permanent Storm Sewer Easement Agreement is also for the benefit of any contractor, agent, employee or representative of the GRANTEE in any of said construction and work.

7. That the 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.

8. That said GRANTOR does confirm with the said GRANTEE, and their successors and assigns, that the GRANTOR is well seized in fee of the above-described property and that GRANTOR has the right to grant and convey this Permanent Storm Sewer Easement Agreement in the manner and form aforesaid, and GRANTOR shall warrant and defend this Permanent Storm Sewer Easement Agreement to said GRANTEE and their successors and assigns against the lawful claims and demands of all persons. This Permanent Storm Sewer Easement Agreement runs with the land until terminated by the terms hereof.

9. That said Permanent Storm Sewer 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, and trees within the easement area as necessary for construction.

10. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings, except a Temporary Construction Easement, if and as

applicable, between the GRANTOR and the GRANTEE or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR and GRANTEE have hereunto set their hand this 10th day of November, 2014.

SARPY COUNTY SCHOOL DISTRICT 73-0037 (A/K/A
GRETNA PUBLIC SCHOOL DISTRICT), a Nebraska
school district

By: Brad Fleck

Name: BRAD FLECK

Title: BOARD PRESIDENT

STATE OF NEBRASKA)
) ss.:
COUNTY OF SARPY)

On this 10th day of November, 2014, before me, the undersigned, a Notary Public in and for said County, personally came Brad Fleck of SARPY COUNTY SCHOOL DISTRICT 73-0037 (A/K/A GRETNA PUBLIC SCHOOL DISTRICT), a Nebraska school district, to me personally known to be the President of the Board of Education of said school district and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be the voluntary act and deed of said school district.

WITNESS my hand and Notarial Seal at Gretna, Nebraska, in said County the day and year last above written.



Sarah A. Roarty
Notary Public

DRAGON STORAGE LLC, a Nebraska limited liability company.

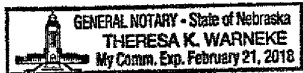
By: Edgewater Investments, LLC, a Nebraska limited liability company, Member

By: J. Sid Dinsdale
J. Sid Dinsdale, Manager

By: SSAM Holdings, LLC, a Nebraska limited liability company, Member

By: Mike Welniak
Mike Welniak, Member

STATE OF NEBRASKA)
) ss.:
COUNTY OF SARPY)



On this 27th day of October, 2014, before me, the undersigned, a Notary Public in and for said County, personally came J. Sid Dinsdale, Manager of **EDGEWATER INVESTMENTS, LLC, a Nebraska limited liability company**, Member of Dragon Storage, LLC, a Nebraska Limited Liability Company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to the voluntary act and deed of DRAGON STORAGE LLC.

WITNESS my hand and Notarial Seal in said County the day and year last above written.
Theresa K. Warneke
Notary Public

STATE OF NEBRASKA)
) ss.:
COUNTY OF SARPY)

On this 27 day of October, 2014, before me, the undersigned, a Notary Public in and for said County, personally came Mike Welniak, Member of **SSAM Holdings, a Nebraska limited liability company**, Member of DRAGON STORAGE LLC and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to the voluntary act and deed of DRAGON STORAGE LLC.

WITNESS my hand and Notarial Seal in said County the day and year last above written.
Ellen Konecky
Notary Public

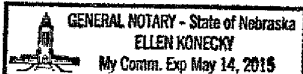
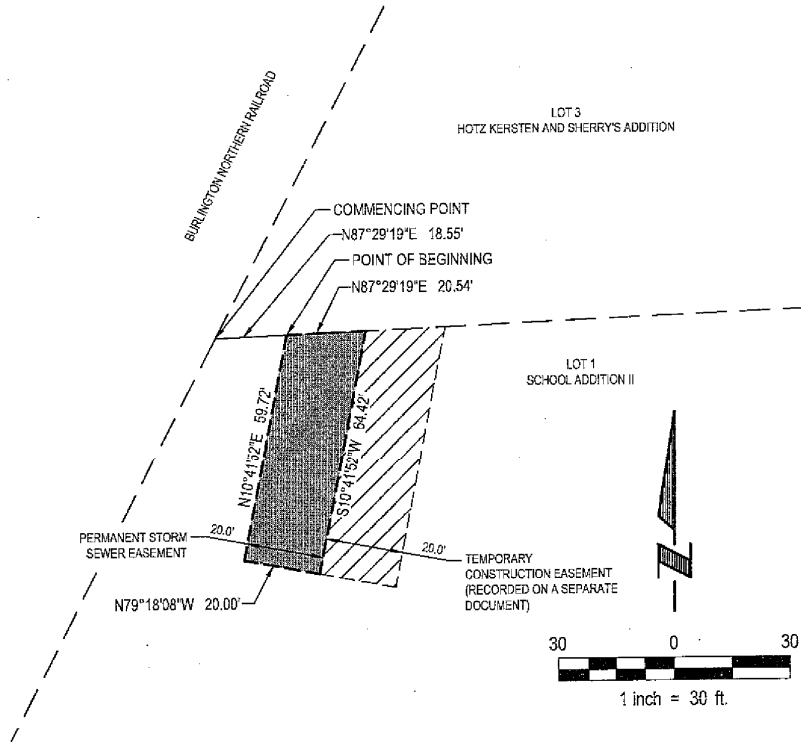


EXHIBIT "A"



LEGAL DESCRIPTION

A 20.0 FOOT PERMANENT STORM SEWER EASEMENT LOCATED IN LOT 1, SCHOOL ADDITION II, A SUBDIVISION LOCATED IN THE SE1/4 OF THE SE1/4 OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SCHOOL ADDITION II, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 3, HOTZ KERSTEN AND SHERRY'S ADDITION, A SUBDIVISION LOCATED IN SAID SECTION 35, SAID POINT ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE N87°29'19"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 1, SCHOOL ADDITION II, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 3, HOTZ KERSTEN AND SHERRY'S ADDITION, A DISTANCE OF 18.55 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING N87°29'19"E ALONG SAID NORTH LINE OF LOT 1, SCHOOL ADDITION II, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 3, HOTZ KERSTEN AND SHERRY'S ADDITION, A DISTANCE OF 20.54 FEET; THENCE S10°41'52"W, A DISTANCE OF 54.42 FEET; THENCE N79°18'08"W, A DISTANCE OF 20.00 FEET; THENCE N10°41'52"E, A DISTANCE OF 59.72 FEET TO THE POINT OF BEGINNING.

SAID 20.0 FOOT TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,241 SQUARE FEET OR 0.028 ACRES, MORE OR LESS.

 <p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.366.4700</p>	<p>PERMANENT STORM SEWER EASEMENT LOT 1, SCHOOL ADDITION II SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: JRS Chkd by: _____ Job No.: P2014.020.001</p>	<p>Date: 07/16/2014</p>