



MISC 2015007950



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 CXP _____ C/O _____ C.M.B.
 DEL _____ S.C. _____ P.V. _____

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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 2/3/2015 14:30:29.84



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STORM SEWER EASEMENT

This Storm Sewer Easement (the "Easement") is reserved, granted, conveyed and made this ^{3rd} day of February, 2015, by ROYCE CANDLEWOOD, LLC, a Nebraska limited liability company (collectively, "GRANTOR"), to and for the benefit of the Candlewood Hills Property Owners Association, a Nebraska not-for-profit corporation, and the owners of the real estate legally described on Exhibit "A" attached hereto and their successors and assigned (collectively, "GRANTEE") for a permanent easement for drainage and to connect to, maintain, repair and operate storm sewers and appurtenances thereto (collectively, "Sewer"), in, through, and under the parcel of land depicted and described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Property").

TO HAVE AND TO HOLD unto GRANTEE together with the right of ingress and egress from said Easement Property for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing Sewer. The GRANTOR may continue to use the surface of the Easement Property for other purposes.

It is further agreed as follows:

1. Upon construction of the Sewer, no buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across the Easement Property by GRANTOR, its successors and assigns, without express approval of the GRANTEE. The foregoing restriction shall not restrict GRANTOR'S construction of landscaping, road and/or street surfaces, parking area surfacing, and/or pavement on the Easement Property. These improvements and any trees, grass or shrubbery placed on the Easement Property shall be maintained by GRANTOR, and successors or assigns to ownership of the Easement Property.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of connecting to inspecting, maintaining, repairing, constructing, replacing or operating the Sewer, including damage to, or loss of landscaping, trees and shrubbery.
3. That GRANTEE shall cause any trench made on the Easement Property by such GRANTEE to be properly refilled and shall cause the premises to be left in a neat and orderly condition.
4. This Easement shall be perpetual, run with the land, and be binding upon the successors and assigns of Grantor and Grantee, provided, however, that this Easement may be terminated in the event that Grantee abandons use of the Sewer, in which event, Grantor and Grantee, or their respective successors and assigns, shall cooperate in the execution and recording of a notice of termination of this Easement.

Return to:
 James D. Buser
 Pansing Hogan Ernst & Bachman, LLP
 10250 Regency Circle, Suite 300
 Omaha, Nebraska 68114

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✓ 512 134

5. This Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE for the connection to, maintenance and operation of the Sewer.

6. This Easement contains the entire agreement of the parties; that there are no other or different agreements or understandings with respect to the easement described herein, between the GRANTOR and the GRANTEE or its agents.

IN WITNESS HEREOF, the said party of the first part has executed this Easement to be effective as of the date first above written.

GRANTOR:

ROYCE CANDLEWOOD, LLC, a
Nebraska limited liability company

By: L.R.J.
Lawrence R. James, II, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3 day of February, 2015, by Lawrence R. James, II, Manager of Royce Candlewood, LLC, a Nebraska limited liability company, on behalf of the company.

Emily O'Connor
Notary Public

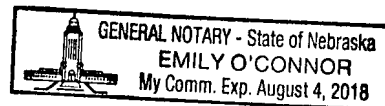


EXHIBIT "A"
GRANTEE PROPERTY

Lots 1 through 5, inclusive, Candlewood Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

59-05684

and

Lot 1, Candlewood Hills Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

59-05683

