



MISC 2017005527



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5 misc 59-05485 (c2)
 FEE 34.00 FB 59-05683
 5 BKP _____ C/O _____ COMP LC
 a DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 1/23/2017 11:11:47.44



2017005527

SEWER, DRAINAGE AND UTILITY EASEMENT

This Sewer, Drainage and Utility Easement (the "Easement") is reserved, granted, conveyed and made this 9th day of December, 2016, 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 drainage, to connect to, maintain, repair and operate storm and sanitary sewers and for the installation and maintenance of utilities and appurtenances thereto, in, through, and under the parcels of land depicted and described on Exhibits "B" and "C" 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 such sewers and utilities. 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 sewers and utilities, 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 sewers and utilities, 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 sewers and utilities, in which event, Grantor and Grantee, or their

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

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respective successors and assigns, shall cooperate in the execution and recording of a notice of termination of this Easement.

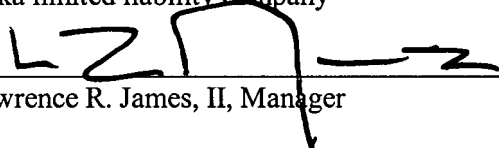
5. This Easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE for the connection to, maintenance and operation of the sewers and utilities.

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.

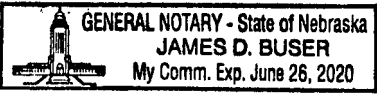
GRANTOR:

ROYCE CANDLEWOOD, LLC, a
Nebraska limited liability company

By: 
Lawrence R. James, II, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of December, 2016, by Lawrence R. James, II, Manager of Royce Candlewood, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

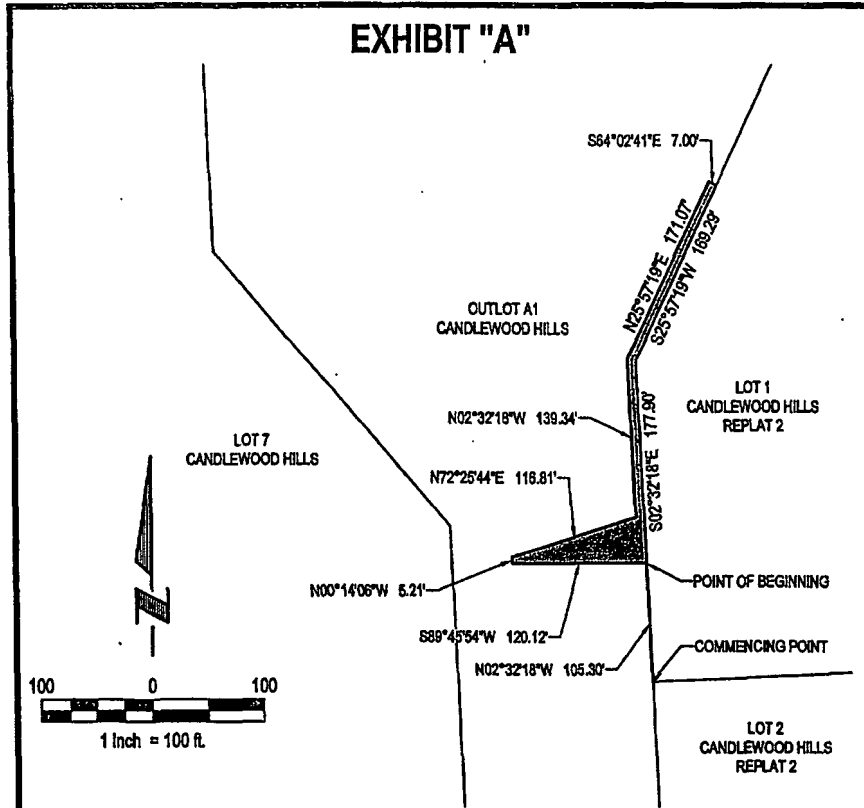
EXHIBIT "A"
GRANTEE PROPERTY

Lots 4, 5, and 7, inclusive, Candlewood Hills, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska,

and

Lots 1 and 2, Candlewood Hills Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"



LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF OUTLOT A1, CANDLEWOOD HILLS, A SUBDIVISION LOCATED IN THE SW1/4 AND THE SE1/4 OF THE SE1/4 OF SECTION 18, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, CANDLEWOOD HILLS REPLAT 2, A SUBDIVISION LOCATED IN SAID SW1/4 OF THE SE1/4 OF SECTION 18, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 2, SAID CANDLEWOOD HILLS REPLAT 2, AND ALSO BEING ON THE EASTERLY LINE OF SAID OUTLOT A1, CANDLEWOOD HILLS; THENCE N02°32'18"W (ASSUMED BEARING) ALONG SAID EASTERLY LINE OF OUTLOT A1, CANDLEWOOD HILLS, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 1, CANDLEWOOD HILLS REPLAT 2, A DISTANCE OF 105.30 FEET TO THE POINT OF BEGINNING; THENCE S89°45'54"W, A DISTANCE OF 120.12 FEET; THENCE N00°14'06"W, A DISTANCE OF 6.21 FEET; THENCE N72°25'44"E, A DISTANCE OF 118.81 FEET; THENCE N02°32'18"W, A DISTANCE OF 139.34 FEET; THENCE N25°57'19"E, A DISTANCE OF 171.07 FEET; THENCE S84°02'41"E, A DISTANCE OF 7.00 FEET TO A POINT ON SAID EASTERLY LINE OF OUTLOT A1, CANDLEWOOD HILLS, SAID POINT ALSO BEING ON SAID WESTERLY LINE OF LOT 1, CANDLEWOOD HILLS REPLAT 2; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF OUTLOT A1, CANDLEWOOD HILLS, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, CANDLEWOOD HILLS REPLAT 2 ON THE FOLLOWING TWO (2) COURSES; (1) THENCE S25°57'19"W, A DISTANCE OF 189.29 FEET; (2) THENCE S02°32'18"E, A DISTANCE OF 177.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 4,998 SQUARE FEET OR 0.115 ACRES, MORE OR LESS.

<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10801 NW Valley Road, Suite 100 • Omaha, NE 68134 Phone: 402.885.9100 • Fax: 402.885.1229</p>	SEWER AND UTILITY EASEMENT OUTLOT A1, CANDLEWOOD HILLS DOUGLAS COUNTY, NEBRASKA	
	Drawn by: CJV Chkd by: _____ Date: 12/02/2018 Job No.: P2015.065.001	

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EXHIBIT "C"

