

2018-02428

02/01/2018 2:51:38 PM

Lloyd J. Dowling

REGISTER OF DEEDS



COUNTER	<i>JBH</i>	C.E.	<i>JBH</i>
VERIFY	<i>JBH</i>	DE	<i>JBH</i>
PROOF			
FEE \$	<i>58.00</i>		
CHECK #			
CHG	<i>TD</i>	CASH	
REFUND		CREDIT	
SHORT		NCR	

ONE HUNDRED YEAR STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT FRK DEVELOPMENT II, LLC, a Nebraska limited liability company, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 319 of Sarpy County, Nebraska, hereinafter referred to as "GRANTEE," and to its successors and assigns, a permanent easement for the right to construct, reconstruct, repair, maintain and operate a storm sewer, drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

**SEE ATTACHED EXHIBITS "A" "B" AND "C"
FOR THE PERMANENT EASEMENT LEGAL DESCRIPTIONS
(herein the "Easement Area")**

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress to and from the Easement Area for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said storm sewer and/or drainage way at the will of the GRANTEE. The GRANTOR may, following construction of said storm sewer or drainage way continue to use the surface of the Easement Area 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) The GRANTEE shall construct, reconstruct, repair, maintain and operate a hard surface trail not to exceed 12 feet in width within the Easement Area for the purpose of pedestrian walking, running, and bicycling for the public within the hard surfaced portion of the trail. Motorized vehicles, including motorcycles, motor scooters, motor bikes, motorized carts, automobiles and other motorized vehicles or equipment are prohibited within the hard surfaced trail and within the Easement Area.

- 2) 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 Area by GRANTOR, its or their successors and assigns without express approval of the GRANTEE. GRANTOR and its successors and assigns shall have the right to place grass and landscaping within the Easement Area, except within the area of the hard surface trail, so long as such improvements do not interfere with the operation of the drainage way. These improvements and any trees, grass or shrubbery placed within the Easement Area shall be maintained by GRANTOR, its heirs, successors or assigns. Notwithstanding the foregoing, no buildings, improvements, or other structures, nor any grading, or fill material or embankment work, or landscaping or grass, or any other improvements of any nature whatsoever shall be placed within or on the hard surface trail by the GRANTOR, or its successors or assigns, or by any other person or entity. The hard surface trail shall be accessible to the public for the purposes set forth herein, and no barriers or obstructions of any nature whatsoever shall be placed within the hard surface area constituting the trail by the GRANTOR, or its successors and assigns, or by any person or entity.

- 3) That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining, repairing or operating said storm sewer and/or drainage way and trail.

- 4) That GRANTEE may construct, maintain, repair, reconstruct and operate additional storm sewer systems or drainage ways within the Easement Area.

- 5) This permanent easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.

- 6) That GRANTEE shall cause any trench made within the Easement Area to be properly refilled and shall cause the Easement Area to be left in a neat and orderly condition.

- 7) That said GRANTOR for themselves and their heirs, executors and administrators do confirm with the said GRANTEE and its assigns, that the GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its heirs, executors and administrators, shall warrant, and defend this permanent easement to said GRANTEE and their assigns against the lawful claims and demands of all persons. This permanent easement runs with the land.

B

- 8) That said permanent 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.
- 9) That this instrument contains the entire agreement of the parties; that 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 its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, the said party of the first part has hereunto and by these presents has signed this easement by its respective manager this 3 day of November, 2017.

FRK DEVELOPMENT II, LLC, a Nebraska
limited liability company

Authorized Member



Frank R. Krejci, Manager

C

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

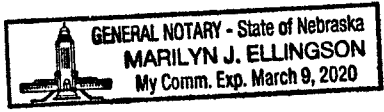
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 3 day of November, 2017, before me, a Notary Public in and for said County, personally came Frank R. Krejci, the Manager on behalf of FRK Development II, LLC to me personally known to be the Manager of said limited liability company and the identical persons whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such Manager and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:

Marilyn J. Ellingson
NOTARY PUBLIC



SANITARY AND IMPROVEMENT DISTRICT NO. 319 of Sarpy County, Nebraska

By: Frank R. Krejci
Frank R. Krejci, Chairman

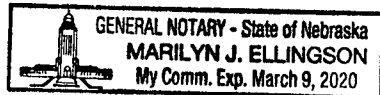
By: Vera Jane Krejci
Vera Jane Krejci, Clerk

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 3 day of November, 2017 before me, a Notary Public, in and for said County, personally came the above named: Frank R. Krejci, Chairman, and Vera Jane Krejci, Clerk of Sanitary and Improvement District No. 319 of Sarpy County, Nebraska, and the identical persons whose name is affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said district.

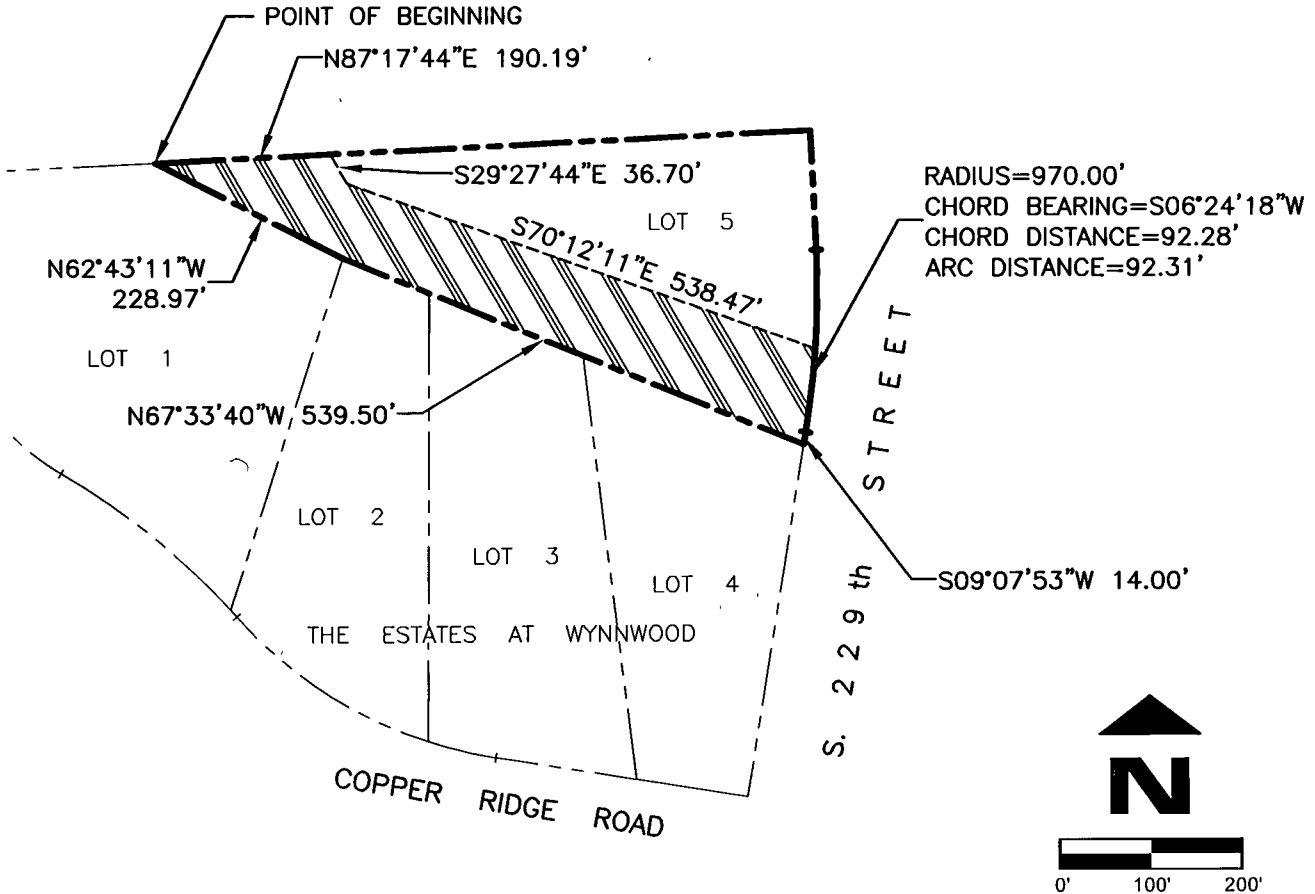
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



Marilyn J. Ellingson
NOTARY PUBLIC

3



LEGAL DESCRIPTION

THAT PART OF LOT 5, THE ESTATES AT WYNNWOOD, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 5;

THENCE N87°17'44"E (ASSUMED BEARING) 190.19 FEET ON THE NORTH LINE OF SAID LOT 5;

THENCE S29°27'44"E 36.70 FEET;

THENCE S70°12'11"E 538.47 FEET TO THE EAST LINE OF SAID LOT 5;

THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID LOT 5 ON A 970.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S06°24'18"W, CHORD DISTANCE 92.28 FEET, AN ARC DISTANCE OF 92.31 FEET;

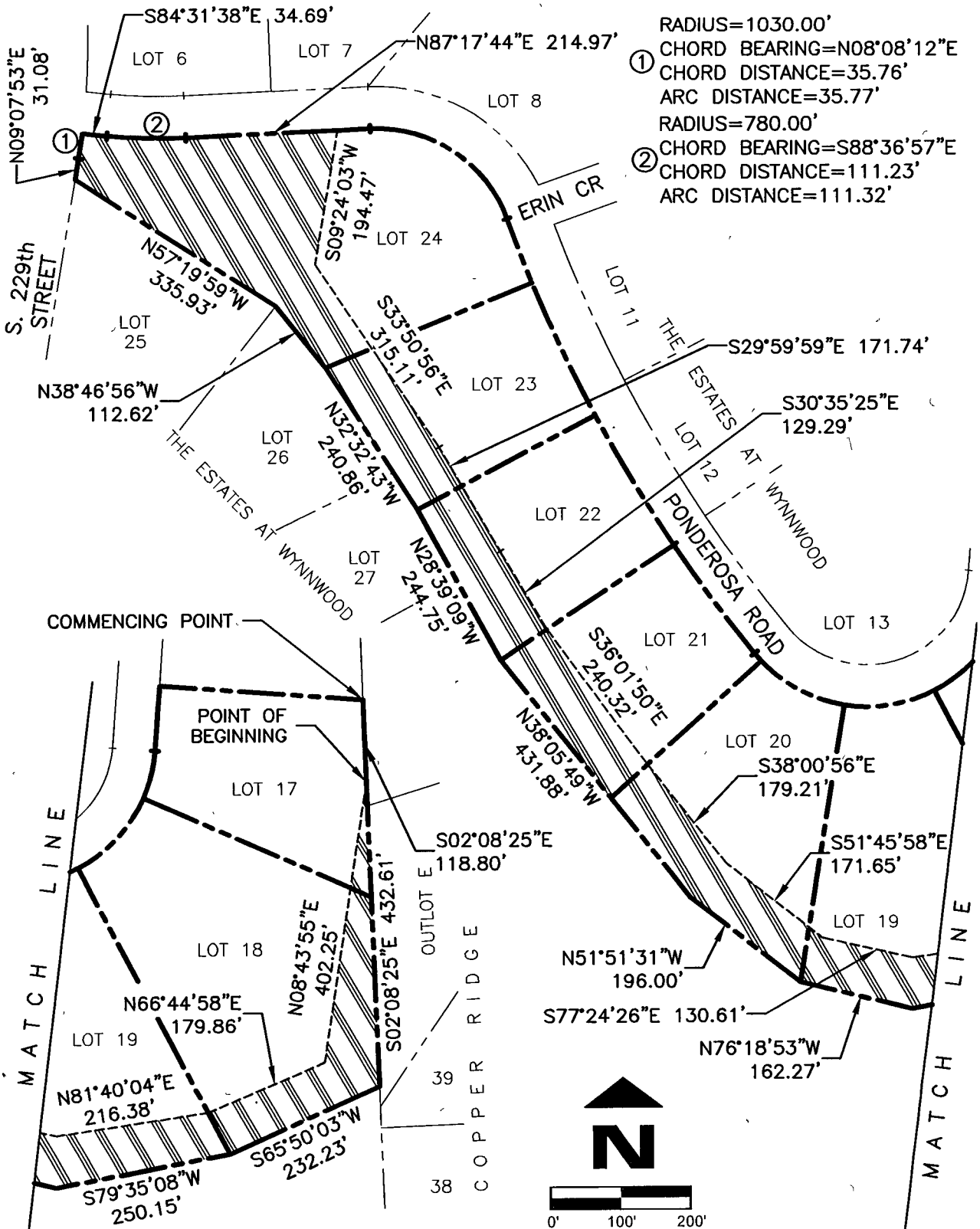
THENCE S09°07'53"W 14.00 FEET ON THE EAST LINE OF SAID LOT 5 TO THE SE CORNER THEREOF;

THENCE N67°33'40"W 539.50 FEET ON THE SOUTH LINE OF SAID LOT 5;

THENCE N62°43'11"W 228.97 FEET ON THE SOUTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING.

	Job Number 169-208-EX(S2) thompson, dreessen & dorner, inc 10836 Old Mill Rd Omaha, NE 68154 p 402 330 8860 f 402 330 5866 td2co.com	Date JULY 25, 2017 Drawn By RJR Reviewed By JDW Revision Date	<h1>EXHIBIT "A"</h1>	Book Page
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F



- ① RADIUS=1030.00'
CHORD BEARING=N08°08'12"E
CHORD DISTANCE=35.76'
ARC DISTANCE=35.77'
- ② RADIUS=780.00'
CHORD BEARING=S88°36'57"E
CHORD DISTANCE=111.23'
ARC DISTANCE=111.32'

	Job Number 169-208-EX(S4) thompson, dreessen & dorner, inc 10836 Old Mill Rd Omaha, NE 68154 p 402 330 8860 f 402 330 5866 td2co.com	Date JULY 25, 2017 Drawn By RJR Reviewed By JDW Revision Date	EXHIBIT "B"
	SHEET 1 OF 2		

G

LEGAL DESCRIPTION

THAT PART OF LOTS 17 THRU 24, INCLUSIVE, THE ESTATES AT WYNNWOOD, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, COMMENCING AT THE NE CORNER OF SAID LOT 17;

THENCE S02°08'25"E (ASSUMED BEARING) 118.80 FEET ON THE EAST LINE OF SAID LOT 17 TO THE POINT OF BEGINNING;

THENCE CONTINUING S02°08'25"E 432.61 FEET ON THE EAST LINES OF SAID LOTS 17 AND 18;

THENCE S65°50'03"W 232.23 FEET ON THE SOUTH LINE OF SAID LOT 18 TO THE SW CORNER THEREOF;

THENCE S79°35'08"W 250.15 FEET ON THE SOUTH LINE OF SAID LOT 19;

THENCE N76°18'53"W 162.27 FEET ON THE SOUTH LINE OF SAID LOT 19 TO THE SW CORNER THEREOF;

THENCE N51°51'31"W 196.00 FEET ON THE SOUTH LINE OF SAID LOT 20;

THENCE N38°05'49"W 431.88 FEET ON THE SOUTHWESTERLY LINES OF SAID LOTS 20 AND 21 TO THE SW CORNER OF SAID LOT 21;

THENCE N28°39'09"W 244.75 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 22 TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE N32°32'43"W 240.86 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 23 TO THE SOUTHWESTERLY CORNER THEREOF;

THENCE N38°46'56"W 112.62 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 24;

THENCE N57°19'59"W 335.93 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 24 TO THE SW CORNER THEREOF;

THENCE N09°07'53"E 31.08 FEET ON THE WEST LINE OF SAID LOT 24;

THENCE NORTHEASTERLY ON THE WEST LINE OF SAID LOT 24 ON A 1030.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N08°08'12"E, CHORD DISTANCE 35.76 FEET, AN ARC DISTANCE OF 35.77 FEET TO THE NW CORNER OF SAID LOT 24;

THENCE S84°31'38"E 34.69 FEET ON THE NORTH LINE OF SAID LOT 24;

THENCE SOUTHEASTERLY ON THE NORTH LINE OF SAID LOT 24 ON A 780.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S88°36'57"E, CHORD DISTANCE 111.23 FEET, AN ARC DISTANCE OF 111.32 FEET;

THENCE N87°17'44"E 214.97 FEET ON THE NORTH LINE OF SAID LOT 24;

THENCE S09°24'03"W 194.47 FEET; THENCE S33°50'56"E 315.11 FEET;

THENCE S29°59'59"E 171.74 FEET;

THENCE S30°35'25"E 129.29 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 22;

THENCE S36°01'50"E 240.32 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 21;

THENCE S38°00'56"E 179.21 FEET; THENCE S51°45'58"E 171.65 FEET;

THENCE S77°24'26"E 130.61 FEET;

THENCE N81°40'04"E 216.38 FEET TO THE EAST LINE OF SAID LOT 19;

THENCE N66°44'58"E 179.86 FEET; THENCE N08°43'55"E 402.25 FEET TO THE POINT OF BEGINNING.



Job Number 169-208-EX(S4)
 thompson, dreesen & dorner, inc
 10836 Old Mill Rd
 Omaha, NE 68154
 p 402 330 8860 f 402 330 5866
 td2co.com

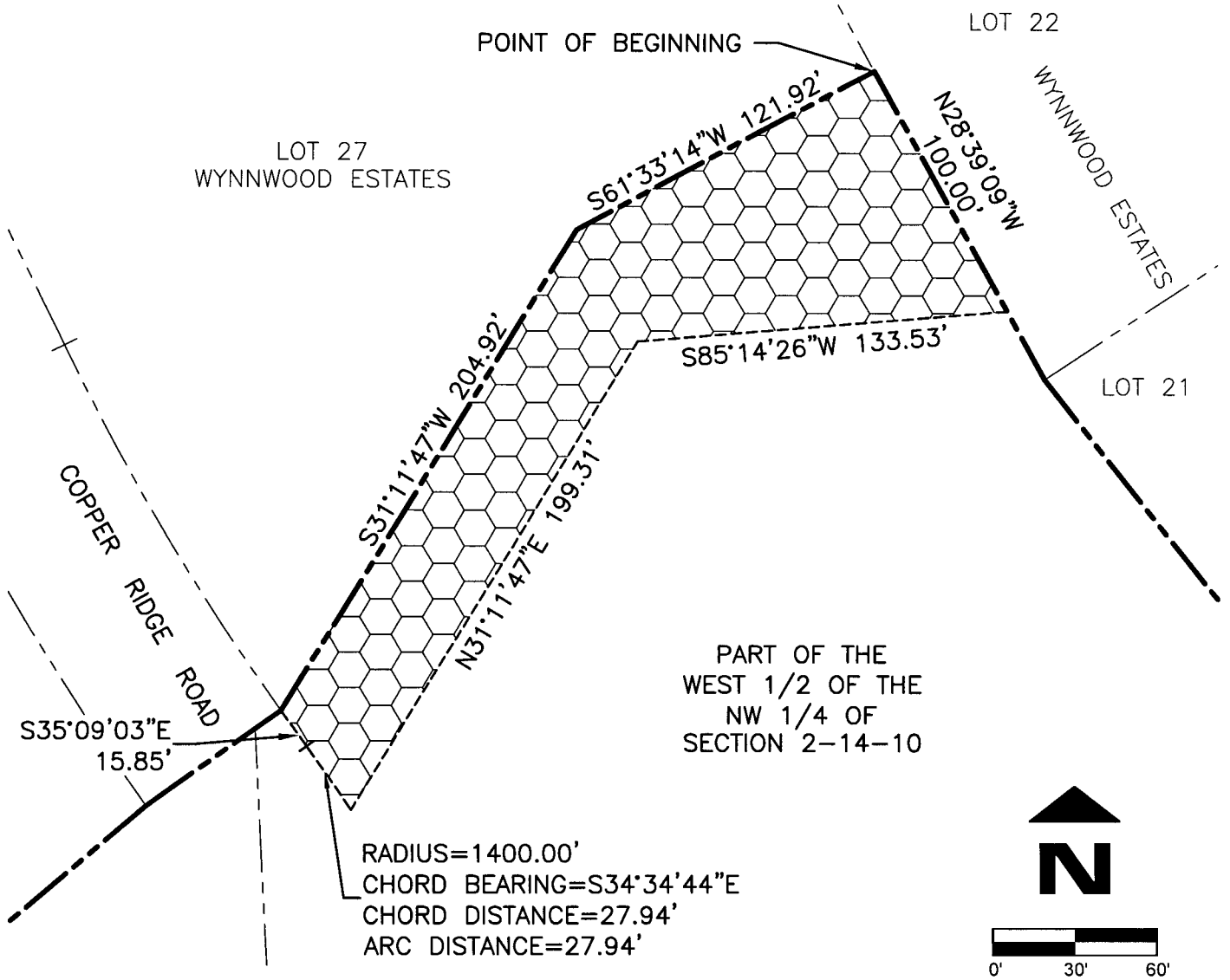
Date JULY 25, 2017
 Drawn By RJR
 Reviewed By JDW
 Revision Date

EXHIBIT "B"

SHEET 2 OF 2

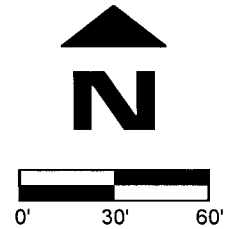
Book
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2018-02428 H



PART OF THE
WEST 1/2 OF THE
NW 1/4 OF
SECTION 2-14-10

RADIUS=1400.00'
CHORD BEARING=S34°34'44\"/>



LEGAL DESCRIPTION

THAT PART OF THE WEST 1/2 OF THE NW 1/4 OF SECTION 2, T14N, R10E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF LOT 27, THE ESTATES AT WYNNWOOD, A SUBDIVISION IN SAID SARPY COUNTY;
 THENCE S61°33'14"W (ASSUMED BEARING) 121.92 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 27;
 THENCE S31°11'47"W 204.92 FEET ON THE SOUTHEASTERLY LINE OF SAID LOT 27 TO THE SE CORNER THEREOF;
 THENCE S35°09'03"E 15.85 FEET;
 THENCE SOUTHEASTERLY ON A 1,400 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S34°34'44"E, CHORD DISTANCE 27.94 FEET AN ARC DISTANCE OF 27.94 FEET;
 THENCE N31°11'47"E 199.31 FEET;
 THENCE N85°14'26"E 133.53 FEET TO THE SOUTHWESTERLY LINE OF LOT 22 SAID THE ESTATES AT WYNNWOOD;
 THENCE N28°39'09"W 100.00 FEET ON THE SOUTHWESTERLY LINE OF SAID LOT 22 TO THE POINT OF BEGINNING.



Job Number 169-208 EX 1
 thompson, dreessen & dorner, inc
 10836 Old Mill Rd
 Omaha, NE 68154
 p 402 330 8860 f 402 330 5866
 td2co.com

Date 05/17/2017
 Drawn By RJR
 Reviewed By JDW
 Revision Date 01/22/2018

EXHIBIT " C "

Book
 Page