

**SEWER EASEMENT**

This Sewer Easement is made and entered into on this 5<sup>th</sup> day of January, 2018 by and between PETER J. FINK SR. AND CAROLYN I FINK, husband and wife (hereinafter referred to collectively as "OWNER"), and Knuckles II LLC (hereinafter referred to as "NEIGHBOR").

WHEREAS, the NEIGHBOR is desirous of constructing an underground sanitary sewer across the property owned by OWNER, and

WHEREAS, the OWNER is agreeable to the granting of this Sewer Easement for the sanitary sewer improvements herein described.

**IT IS THEREFORE AGREED:**

1. In consideration of good and valuable consideration the receipt of which is hereby acknowledged, the OWNER and their heirs, executors, administrators, successors and assigns, hereby grants and conveys to the NEIGHBOR as Grantee, and its successors and assigns forever, a Sewer Easement over, across, under and through the property described on Exhibit "A" attached hereto and made a part hereof by this reference, (hereafter referred to as the "Sewer Easement Area"), to survey, construct, maintain, repair, and replace an underground sanitary sewer and any and all appurtenances in and across said Sewer Easement Area (the "Improvements").

2. The NEIGHBOR shall have the right of ingress and egress across the Sewer Easement Area to construct, inspect, maintain, repair, replace, patrol and regulate the construction and maintenance of the Improvements, together with the right to excavate and refill ditches and/or trenches for the location of said Improvements and the right to remove trees, bushes, undergrowth and other obstructions and to control vegetation interfering with the location, construction and maintenance of said Improvements and appurtenances. Notwithstanding anything to the contrary herein, NEIGHBOR shall maintain, repair, operate, replace and keep the Improvements in good condition and state of repair and shall be solely liable for all costs relating

to the Improvements including without limitation the cost of construction, maintenance, repair, and replacements. Such ingress and egress shall be exercised in a reasonable manner.

3. The NEIGHBOR shall properly and promptly refill any excavations made in the Sewer Easement Area after the Improvements are constructed and/or replaced, shall restore the grade of the Sewer Easement Area to its previous state, shape and condition, and shall leave the property in the same condition as it was in before the NEIGHBOR entered upon the property and shall repair any damage it caused. If any fences, existing structures, or pavement are damaged or moved for the purpose of excavating and maintaining said Improvements, said items shall be promptly replaced by the NEIGHBOR upon completion of the work requiring such removal.

4. OWNER agrees that it will not place any permanent structures upon or over said Sewer Easement Area which may impair said Improvements without first obtaining the written consent of the NEIGHBOR, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the NEIGHBOR consents to pavement and fences being placed in and/or over the Sewer Easement Area. OWNER covenants with the NEIGHBOR that it is lawfully seized and possessed of the real estate above described.

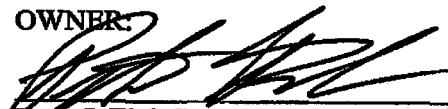
5. This Sewer Easement shall also be for the benefit of any contractor, agent, employee, representative, designee, or assignee of the NEIGHBOR for the purposes of performing work relating to the Improvements in the Sewer Easement Area.

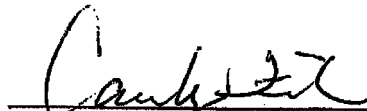
6. All provisions of Sewer Easement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs and assignees of the parties hereto and shall run with the land.

7. NEIGHBOR will indemnify, defend and hold harmless OWNER from and against any and all liability, claims, loss, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), that OWNER may suffer or incur in connection with this Easement, the NEIGHBOR'S use of the Sewer Easement Area, and/or the Improvements. NEIGHBOR further agrees to indemnify OWNER for all costs incurred by OWNER in connection with granting this Easement to NEIGHBOR.

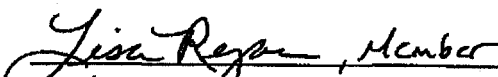
IN WITNESS WHEREOF, OWNER and the NEIGHBOR have executed this instrument on the date indicated above.

OWNER:

  
Peter J. Fink Sr.

  
Carolyn I. Fink

NEIGHBOR:

  
Lisa Regan, Member  
Knuckles II, LLC

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OWNER:

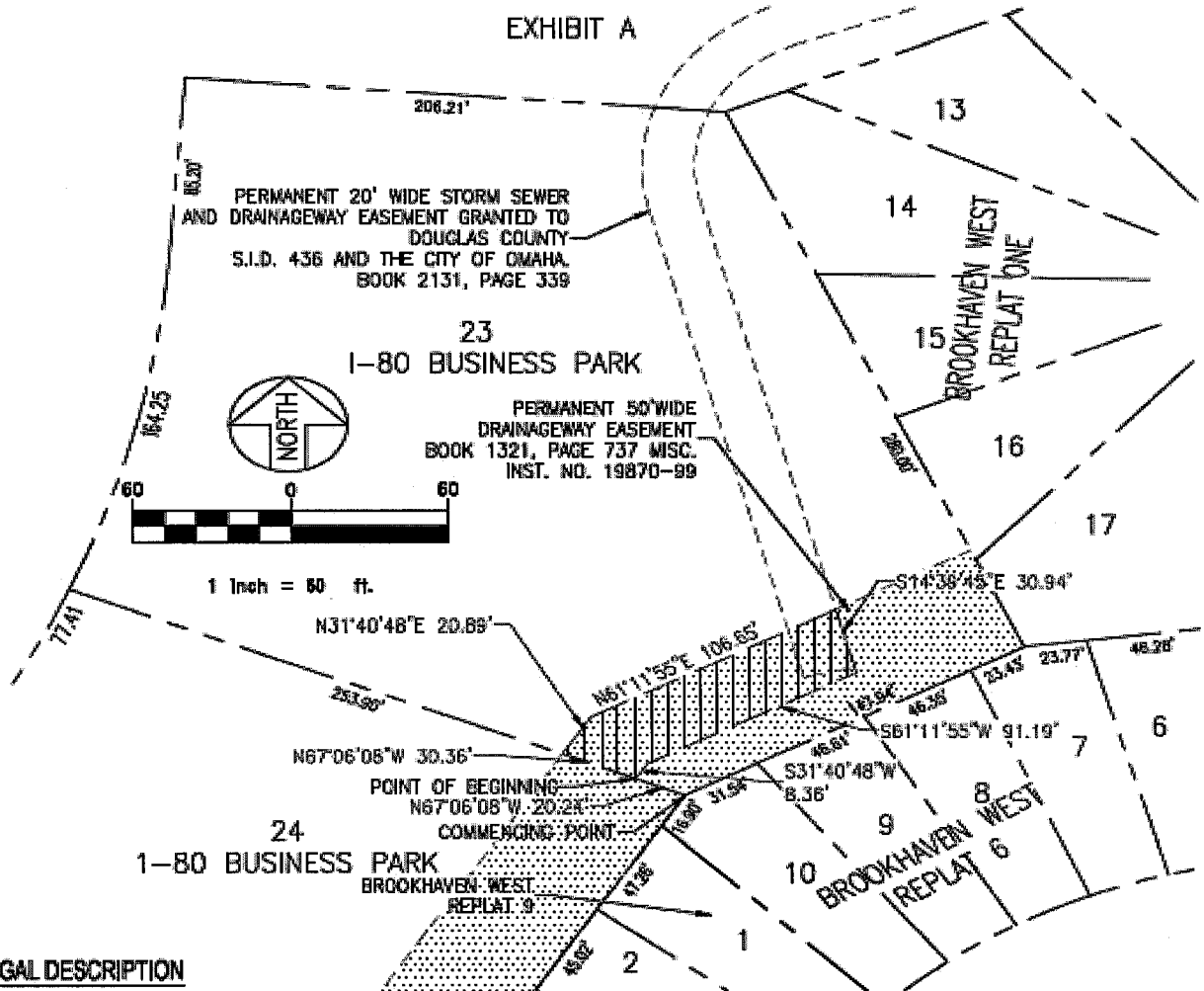
\_\_\_\_\_  
Peter J. Fink Sr.

\_\_\_\_\_  
Carolyn I. Fink

NEIGHBOR:

*Leon Regan, Member*  
\_\_\_\_\_  
*Kenneth H. Hark*

EXHIBIT A



**LEGAL DESCRIPTION**

**PERMANENT 30.00 FOOT WIDE DRAINAGE EASEMENT**

A PERMANENT 30.00 FOOT WIDE DRAINAGE EASEMENT LOCATED IN PART OF LOT 23, I-80 BUSINESS PARK, A SUBDIVISION LOCATED IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 4TH P.M., DOUGLAS COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23, I-80 BUSINESS PARK, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 24, SAID I-80 BUSINESS PARK, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 10, BROOKHAVEN WEST REPLAT 9, A SUBDIVISION LOCATED IN SAID WEST 1/2 OF SECTION 8; THENCE N67°06'08"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 23, I-80 BUSINESS PARK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 24, I-80 BUSINESS PARK, A DISTANCE OF 20.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N67°06'08"W ALONG SAID SOUTH LINE OF LOT 23, I-80 BUSINESS PARK, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 24, I-80 BUSINESS PARK, A DISTANCE OF 30.36 FEET TO A POINT ON THE NORTH LINE OF A DRAINAGE EASEMENT, RECORDED IN BOOK 1321, PAGE 737 MISCELLANEOUS, INSTRUMENT NUMBER 19870-99, DOUGLAS COUNTY NEBRASKA; THENCE N61°11'55"E ALONG SAID THE NORTH LINE OF A DRAINAGE EASEMENT, RECORDED IN BOOK 1321, PAGE 737 MISCELLANEOUS, INSTRUMENT NUMBER 19870-99, DOUGLAS COUNTY NEBRASKA, A DISTANCE OF 106.85 FEET TO A POINT ON THE EAST LINE OF A PERMANENT STORM SEWER AND DRAINAGE EASEMENT GRANTED TO DOUGLAS COUNTY S.I.D. 436 AND THE CITY OF OMAHA, RECORDED IN BOOK 2131, PAGE 339; THENCE S14°38'45"E ALONG SAID EAST LINE OF A PERMANENT STORM SEWER AND DRAINAGE EASEMENT GRANTED TO DOUGLAS COUNTY S.I.D. 436 AND THE CITY OF OMAHA, RECORDED IN BOOK 2131, PAGE 339, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 30.84 FEET; THENCE S61°11'55"W, A DISTANCE OF 91.19 FEET; THENCE S31°40'48"W, A DISTANCE OF 8.36 FEET, TO THE POINT OF BEGINNING.

SAID PERMANENT 30 FOOT WIDE DRAINAGE EASEMENT CONTAINS AN AREA OF 3408 SQ. FT. OR 0.078 ACRES MORE OR LESS.

**SCHEMMER**

*Design with Purpose. Build with Confidence.*

DRAWN KAG CHECKED TJC SURVEY DATE 12/07/17 SHEET 1 OF 1 JOB # 07183.001

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PERMANENT 30.00 FOOT WIDE DRAINAGE EASEMENT

A PERMANENT 30.00 FOOT WIDE DRAINAGE EASEMENT LOCATED IN PART OF LOT 23, I-80 BUSINESS PARK, A SUBDIVISION LOCATED IN THE WEST 1/2 OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23, I-80 BUSINESS PARK, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 24, SAID I-80 BUSINESS PARK, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LOT 10, BROOKHAVEN WEST REPLAT 6, A SUBDIVISION LOCATED IN SAID WEST 1/2 OF SECTION 8; THENCE N67°06'08"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 23, I-80 BUSINESS PARK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 24, I-80 BUSINESS PARK, A DISTANCE OF 20.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N67°06'08"W ALONG SAID SOUTH LINE OF LOT 23, I-80 BUSINESS PARK, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 24, I-80 BUSINESS PARK, A DISTANCE OF 30.36 FEET TO A POINT ON THE NORTH LINE OF A DRAINAGE EASEMENT, RECORDED IN BOOK 1321, PAGE 737 MISCELLANEOUS, INSTRUMENT NUMBER 19870-99, DOUGLAS, COUNTY NEBRASKA; THENCE N31°40'48"E ALONG SAID THE NORTH LINE OF A DRAINAGE EASEMENT, RECORDED IN BOOK 1321, PAGE 737 MISCELLANEOUS, INSTRUMENT NUMBER 19870-99, DOUGLAS, COUNTY NEBRASKA, A DISTANCE OF 20.89 FEET; THENCE N61°11'55"E ALONG SAID NORTH LINE OF A DRAINAGE EASEMENT, RECORDED IN BOOK 1321, PAGE 737 MISCELLANEOUS, INSTRUMENT NUMBER 19870-99, DOUGLAS, COUNTY NEBRASKA, A DISTANCE OF 106.65 FEET TO A POINT ON THE EAST LINE OF A PERMANENT STORM SEWER AND DRAINAGE EASEMENT GRANTED TO DOUGLAS COUNTY S.I.D. 436 AND THE CITY OF OMAHA, RECORDED IN BOOK 2131, PAGE 339; THENCE S14°39'45"E ALONG SAID EAST LINE OF A PERMANENT STORM SEWER AND DRAINAGE EASEMENT GRANTED TO DOUGLAS COUNTY S.I.D. 436 AND THE CITY OF OMAHA, RECORDED IN BOOK 2131, PAGE 339, AND THE SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 30.94 FEET; THENCE S61°11'55"W, A DISTANCE OF 91.19 FEET; THENCE S31°40'48"W, A DISTANCE OF 8.36 FEET, TO THE POINT OF BEGINNING.

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