

2018-22335

09/20/2018 2:33:20 PM

*Wayne J. Dowling*

REGISTER OF DEEDS



COUNTER        P.C.E.   P    
VERIFY   P   D.E.   P    
PROOF   BN    
FEES \$ 34.00  
CHECK# 6570  
CHG        CASH         
REFUND        CREDIT         
SHORT        NCR       

WHEN RECORDED RETURN TO:  
Larry A. Jobeun  
Fullenkamp Jobeun Johnson & Beller, LLP  
11440 West Center Road Omaha, NE 68144  
(402) 334-0700

**PERMANENT STORM AND SANITARY SEWER EASEMENT**

THAT **BOYER YOUNG EQUITIES XVII-LION'S GATE, LLC**, a Nebraska limited liability company, hereinafter referred to as "GRANTOR", for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto **STORM AND IMPROVEMENT DISTRICT NO. 323 OF SARPY COUNTY, NEBRASKA (LION'S GATE)**, a political subdivision of the State of Nebraska hereinafter referred to as the "GRANTEE", and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a storm sewer and/or sanitary sewer and related appurtenances thereto, in, through and under the parcel of land as legally described on Exhibit "A" attached hereto (1 page) and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said 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 sewer at the will of the GRANTEE. The GRANTOR may, following construction of said storm and/or sewer 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.

It is further agreed as follows:

1. 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, his or their successors and assigns without 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, his heirs, successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said storm sewer and/or sanitary sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by GRANTEE.

3. That the GRANTEE may construct, maintain, repair, reconstruct and operate additional sewer systems within the permanent easement area described above.
4. This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
5. 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.
6. That said GRANTORS for themselves and their heirs, executors and administrators do confirm with the GRANTEE and its assigns, including public utility companies and their assigns, that they, the GRANTORS are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant, and defend this permanent easement to said GRANTEE and its assigns including public utility companies and their assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
7. That said permanent 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, trees within the easement area as necessary for construction.
8. 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 its 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.

*{Remainder of page intentionally left blank}*

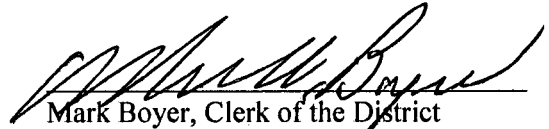


**SANITARY AND IMPROVEMENT  
DISTRICT NO. 323 OF SARPY  
COUNTY, NEBRASKA**



\_\_\_\_\_  
Tim Young, Chairman of the District

ATTEST:



\_\_\_\_\_  
Mark Boyer, Clerk of the District

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF SARPY     )

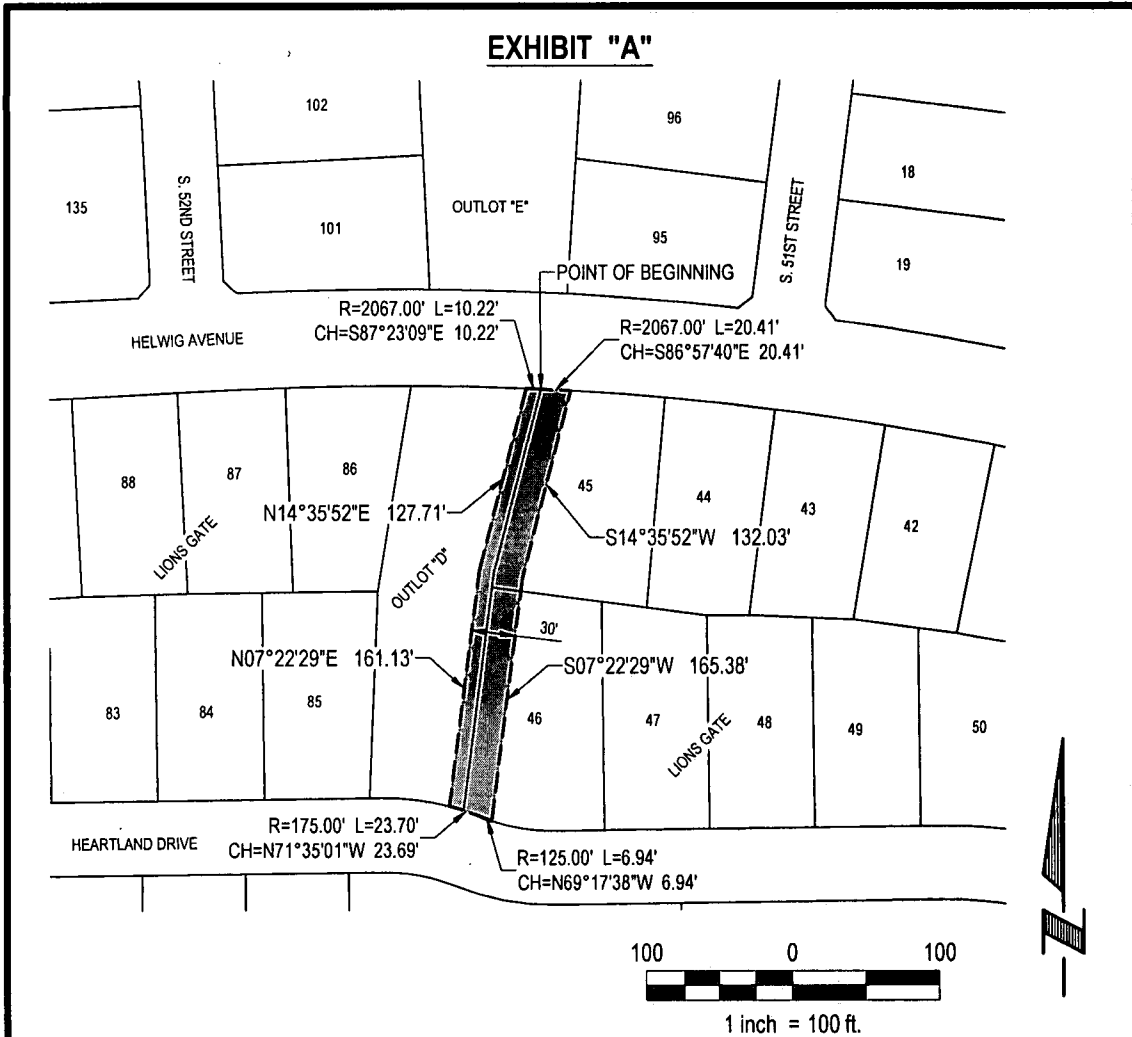
On this 20 day of August, 2018, before me, a Notary Public in and for said County, personally came Tim Young and Mark Boyer on behalf of Sanitary and Improvement District No. 323 of Sarpy County, Nebraska, known to me to be the Chairman and Clerk of the District, respectively, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such Chairman and Clerk and the voluntary act and deed of said District.

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

[Seal]

  
\_\_\_\_\_  
NOTARY PUBLIC

State of Nebraska - General Notary  
**HEATHER DEMBINSKI**  
My Commission Expires  
August 15, 2022



**LEGAL DESCRIPTION**

A 30 FEET WIDE STORM & SANITARY SEWER EASEMENT LOCATED IN PART OF OUTLOT "D", LOT 45 AND LOT 46, LIONS GATE, A SUBDIVISION LOCATED IN THE NW1/4 OF THE SE1/4, THE NE1/4 OF THE SE1/4, AND ALSO THE SW1/4 OF SE1/4 OF SECTION 07, ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST, OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT "D", LIONS GATE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 45, LIONS GATE, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HELWIG AVENUE; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 45, LIONS GATE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HELWIG AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 2067.00 FEET, A DISTANCE OF 20.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S86°57'40"E (ASSUMED BEARING), A DISTANCE OF 20.41 FEET; THENCE S14°35'52"W, A DISTANCE OF 132.03 FEET; THENCE S07°22'29"W, A DISTANCE OF 165.38 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 46, LIONS GATE, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF HEARTLAND DRIVE; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF LOT 46, LIONS GATE, SAID LINE ALSO BEING THE SOUTH LINE OF OUTLOT "D", LIONS GATE, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF HEARTLAND DRIVE ON THE FOLLOWING TWO (2) DESCRIBED COURSES; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 6.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N69°17'38"W, A DISTANCE OF 6.94 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 23.70 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N71°35'01"W, A DISTANCE OF 23.69 FEET; THENCE N07°22'29"E, A DISTANCE OF 161.13 FEET; THENCE N14°35'52"E, A DISTANCE OF 127.71 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT "D", LIONS GATE, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF HELWIG AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF OUTLOT "D", LIONS GATE, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF HELWIG AVENUE ON A CURVE TO THE RIGHT WITH A RADIUS OF 2067.00 FEET, A DISTANCE OF 10.22 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S87°23'09"E (ASSUMED BEARING), A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING.

SAID 30 FEET WIDE STORM & SANITARY SEWER EASEMENT CONTAINS AN AREA OF 8,786 SQUARE FEET OR 0.202 ACRES, MORE OR LESS.

	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700		<b>STORM &amp; SANITARY SEWER EASEMENT</b> PART OF OUTLOT "D", LOT 45 AND LOT 46, LIONS GATE SARPY COUNTY, NEBRASKA
	Drawn by: CJV   Chkd by:	Date: 07/13/2017	
Job No.: P2016.384.001			