MEMORANDUM

TO: Finance, Expenditure and Legal Subcommittee

FROM: Amanda Grint, Water Resources Engineer

SUBJECT: Granite Falls North Sanitary Sewer and Storm Sewer Easements at Big Elk

Lake

DATE: November 05, 2020

In October 2018, the District began construction of Big Elk Lake flood control reservoir located at 108th and Cornhusker Road. Adjacent development has been occurring prior to and during the construction of the reservoir. Early on, the District coordinated the location of the sanitary sewer main with Sarpy County so that the main was outside of the flood pool of the reservoir but was on the District property. The adjacent development Granite Falls North, now has the need to tie into the sewer main as well as complete their storm sewer which outlets on the District property. Granite Falls North SID is requesting the following easements (see attached map):

- A permanent sanitary sewer easement to tie into sewer main at three locations.
- A permanent storm sewer and drainage easement to outlet from an SID basin into a wetland area which drains to the reservoir. There will be a pipe outlet and rip rap within the easement.
- A temporary construction easement to complete this work.

Since construction of the reservoir is ongoing, any disturbance to already completed work, for example fence or seeding, will be restored by the SID as stated in the easement documents.

Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Temporary Construction Easement, Permanent Storm Sewer and Drainage Easement and Permanent Sanitary Sewer Easement at Big Elk Lake to the Granite Falls North SID No. 312 of Sarpy County, Nebraska, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

PERMANENT SANITARY EASEMENT
TEMPORARY SANITARY EASEMENT

GRANITE FALLS NORTH







PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT *PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT*, *NEBRASKA*, hereinafter referred to as GRANTOR, for and in consideration of the sum of *One Dollar (\$1.00) and other valuable consideration including but not limited to the covenants contained herein*, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto *SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA*, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, a permanent easement for the right to construct, maintain and operate sanitary sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through and under the parcels of land described as follows, to-wit:

SEE EXHIBITS "A", "B" AND "C" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTIONS

TO HAVE AND TO HOLD unto the SID, 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 sanitary sewers, drainage structures and/or drainage ways at the will of the SID. The GRANTOR may, following construction of said sanitary sewers, drainage structures and/or drainage ways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

It is further agreed as follows:

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 or its successors and assigns without the express approval of the SID. Fencing may be installed over and across said easement strip by GRANTOR without approval by the SID. Improvements which may be approved by the SID include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and

After recording, return to: John Q. Bachman PANSING HOGAN ERNST & BACHMAN LLP 10250 Regency Circle, Suite 300 Omaha. NE 68114

- any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
- That the SID will replace or rebuild any and all damage to improvements caused by the SID in exercising its rights of constructing, inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by the SID. The SID shall be liable for any and all damage to improvements and/or GRANTOR's adjacent property caused by the SID in exercising any of its rights contained herein.
- The SID agrees to indemnify and hold the GRANTOR harmless from and against any and all liability, causes of action, claims and expense for personal injury or property damage arising out of or occasioned by the use of the easement area by the SID pursuant to this easement, except as may be caused solely by the negligence of the GRANTOR, its agents and employees.
- 4) This permanent sanitary sewer easement is also for the benefit of any contractor, agent, employee or representative of the SID in any of said construction, inspection, maintaining, operating, repairing, and replacing the improvements.
- 5) That the SID 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 consistent with GRANTOR's adjacent property, including but not limited to reseeding.
- In the event the GRANTOR determines that it shall be necessary to re-shape, relocate, or re-build its property improvements in the easement strip, and in the event, in the determination of the GRANTOR, such work shall necessitate the removal, re-installation, replacement, relocation and/or alteration of the improvements, the SID agrees to and shall reimburse the GRANTOR upon demand for that part of the GRANTOR's cost for such work that shall be determined by the GRANTOR to be attributable to such removal, installation, replacement, relocation and/or alteration of the Construction.
- 7) The SID shall maintain the improvements in a manner which will not interfere with the continued operation and maintenance of the GRANTOR's property. The level of flood protection afforded by the GRANTOR's property shall not be interfered with by the SID and is to be maintained at all times.
- 8) The SID assumes the entire risk of loss or damage to the improvements, all SID's items, material, equipment and machinery stored within the easement strip from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only loss or damage caused solely by the negligence of the GRANTOR or its officers and employees.
- 9) That said GRANTOR does confirm with the said SID and its successors and 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 permanent sanitary sewer easement in the manner and form aforesaid, and it shall warrant and defend this permanent sanitary sewer easement to said SID and its successors and assigns against the lawful claims and demands of all persons. This permanent sanitary sewer easement runs with the land.

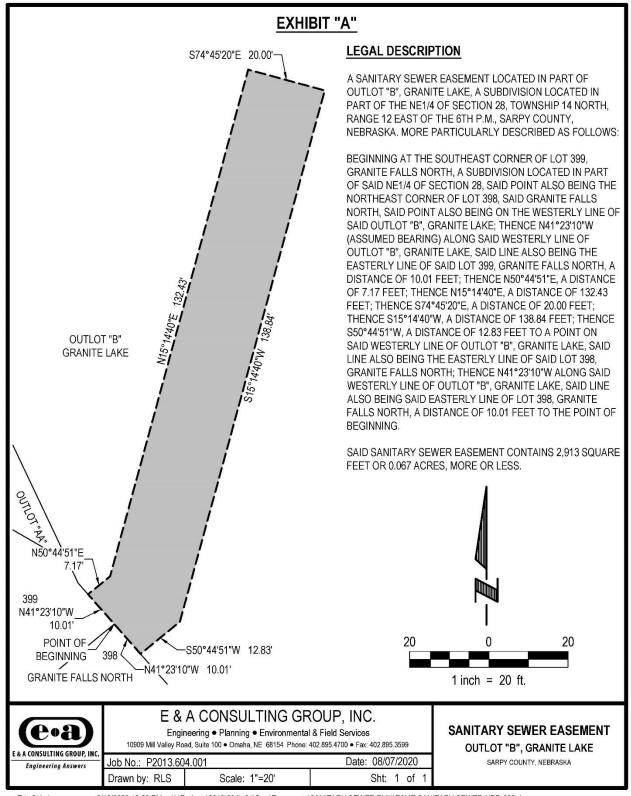
- 10) That said permanent sanitary sewer easement is granted upon the condition that the SID may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines and trees within the easement area as necessary for construction.
- 11) The SID is responsible for maintaining all sanitary sewers, drainage structures, and/or drainage ways and appurtenances constructed related to this easement in a good and working order at the SID's sole cost and expense.
- The SID shall provide the GRANTOR any and all plans for construction, replacement, or alteration of the sanitary sewers, drainage structures, and/or drainage ways in, through, under, and on said parcels for GRANTOR's review and approval. No construction, replacement, or alteration of the sanitary sewers, drainage structures, and/or drainage ways in, through, under, and on said parcels will proceed without the SID first obtaining approval from GRANTOR.

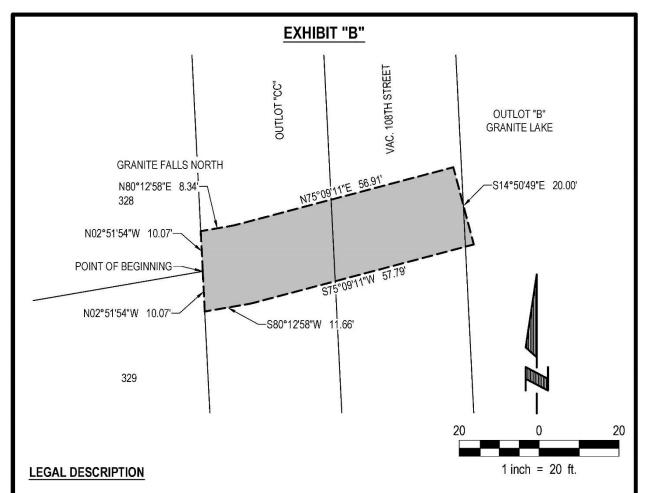
[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF said GRA	ANTOR has hereunto set its hand this day of
	PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA
	By:
	Title:
STATE OF NEBRASKA)) ss. COUNTY OF SARPY)	
On thisday of in and for said County, personally can	, 2020, before me, the undersigned, a Notary Public me of PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, NEBRASI of sai	KA, to me personally known to be the d PAPIO-MISSOURI RIVER NATURAL
foregoing instrument, and acknowledged the	and the identical person whose name is affixed to the execution thereof to be his/her voluntary act and deed ed of said PAPIO-MISSOURI RIVER NATURAL
	Notary Public

SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision

	By: Gerald L. Torczon, Chairman
ATTEST:	
Doris J. Nicholson, Clerk	_
STATE OF NEBRASKA)) ss.
duly commissioned and qualified in DORIS J. NICHOLSON , Cha IMPROVEMENT DISTRICT NO political subdivision, to me persona	
	Notary Public



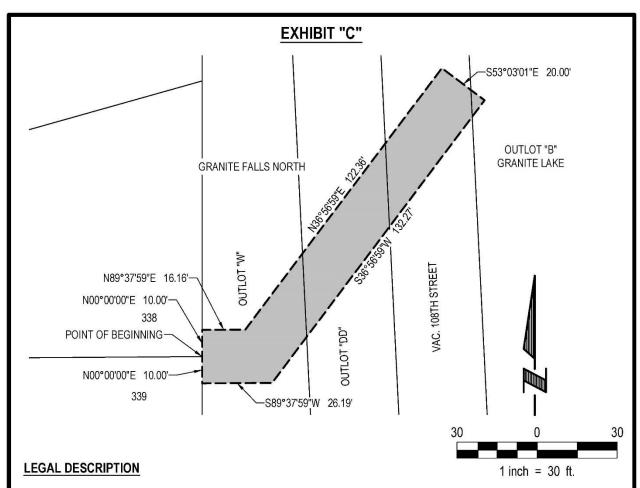


A SANITARY SEWER EASEMENT LOCATED IN PART OF OUTLOT "CC", GRANITE FALLS NORTH, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF SECTION 29, AND PART OF OUTLOT "B", GRANITE LAKE, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF SECTION 28, ALONG WITH PART OF VACATED SOUTH 108TH STREET RIGHT-OF-WAY, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 328, SAID GRANITE FALLS NORTH, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 329, SAID GRANITE FALLS NORTH, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID OUTLOT "CC", GRANITE FALLS NORTH; THENCE N02°51'54"W (ASSUMED BEARING) ALONG SAID WESTERLY LINE OF OUTLOT "CC", GRANITE FALLS NORTH, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 328, GRANITE FALLS NORTH, A DISTANCE OF 10.07 FEET; THENCE N80°12'58"E, A DISTANCE OF 8.34 FEET; THENCE N75°09'11"E, A DISTANCE OF 56.91 FEET; THENCE S14°50'49"E, A DISTANCE OF 20.00 FEET; THENCE S75°09'11"W, A DISTANCE OF 57.79 FEET; THENCE S80°12'58"W, A DISTANCE OF 11.66 FEET TO A POINT ON SAID WESTERLY LINE OF OUTLOT "CC", GRANITE FALLS NORTH, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 329, GRANITE FALLS NORTH; THENCE N02°51'54"W ALONG SAID WESTERLY LINE OF OUTLOT "CC", GRANITE FALLS NORTH, A DISTANCE OF 10.07 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER EASEMENT CONTAINS 1,347 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

	E & A CONSULTING GROUP, INC.			SANITARY SEWER EASEMENT
(e•a)	Engineering ● Planning ● Environmental & Field Services			OUTLOT "CC" GRANITE FALLS NORTH,
E & A CONSULTING GROUP, INC.	10909 Mill Valley Road, Suite 100 ● Omaha, NE 68154 Phone: 402.895.4700 ● Fax: 402.895.3599			OUTLOT "B", GRANITE LAKE, & VACATED
Engineering Answers	Job No.: P2013.604.001 Date: 08/07/2020		108TH STREET RIGHT-OF-WAY	
	Drawn by: RLS	Scale: 1"=20'	Sht: 1 of 1	SARPY COUNTY, NEBRASKA



A SANITARY SEWER EASEMENT LOCATED IN PART OF OUTLOTS "W" AND "DD", GRANITE FALLS NORTH, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF SECTION 29, AND PART OF OUTLOT "B", GRANITE LAKE, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF SECTION 28, ALONG WITH PART OF VACATED SOUTH 108TH STREET RIGHT-OF-WAY, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 338, SAID GRANITE FALLS NORTH, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 339, SAID GRANITE FALLS NORTH, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID OUTLOT "W", GRANITE FALLS NORTH; THENCE N00°00'00"E (ASSUMED BEARING) ALONG SAID WESTERLY LINE OF OUTLOT "W", GRANITE FALLS NORTH, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 338, GRANITE FALLS NORTH, A DISTANCE OF 10.00 FEET; THENCE N89°37'59"E, A DISTANCE OF 122.36 FEET; THENCE S53°03'01"E, A DISTANCE OF 20.00 FEET; THENCE S36°56'59"W, A DISTANCE OF 132.27 FEET; THENCE S89°37'59"W, A DISTANCE OF 26.19 FEET TO A POINT ON SAID WESTERLY LINE OF OUTLOT "W", GRANITE FALLS NORTH, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 339, GRANITE FALLS NORTH; THENCE N00°00'00"E ALONG SAID WESTERLY LINE OF OUTLOT "W", GRANITE FALLS NORTH, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 339, GRANITE FALLS NORTH, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER EASEMENT CONTAINS 2,970 SQUARE FEET OR 0.068 ACRES, MORE OR LESS.

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 Job No.: P2013.604.001 Drawn by: RLS Scale: 1"=30' SANITARY SEWER EASEMENT OUTLOTS "W" AND "DD" GRANITE FALLS NORTH, OUTLOT "B", GRANITE LAKE, & VACATED 108TH STREET RIGHT-OF-WAY SARPY COUNTY, NEBRASKA

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT *PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT*, *NEBRASKA*, hereinafter referred to as GRANTOR, for and in consideration of the sum of *One Dollar (\$1.00) and other valuable consideration including but not limited to the covenants contained herein*, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto *SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA*, a Nebraska political subdivision, hereinafter referred to as the SID, and its successors and assigns, a permanent easement for the right to construct, maintain and operate storm sewers, drainage structures and/or drainage ways, and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto the SID, 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 storm sewers, drainage structures and/or drainage ways at the will of the SID. The GRANTOR may, following construction of said storm sewers, drainage structures and/or drainage ways continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

It is further agreed as follows:

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 or its successors and assigns without the express approval of the SID. Fencing may be installed over and across said easement strip by GRANTOR without approval by the SID. Improvements which may be approved by the SID 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, its successors or assigns.

After recording, return to: John Q. Bachman PANSING HOGAN ERNST & BACHMAN LLP 10250 Regency Circle, Suite 300 Omaha, NE 68114

- 2) That the SID will replace or rebuild any and all damage to improvements caused by the SID in exercising its rights of constructing, inspecting, maintaining or operating said sewer and drainage structures and/or drainage ways, except that damage to, or loss of trees and shrubbery will not be compensated for by the SID. The SID shall be liable for any and all damage to improvements and/or GRANTOR's adjacent property caused by the SID and SID's contractors in exercising any of its rights contained herein.
- The SID agrees to indemnify and hold the GRANTOR harmless from and against any and all liability, causes of action, claims and expense for personal injury or property damage arising out of or occasioned by the use of the easement area by the SID pursuant to this easement, except as may be caused solely by the negligence of the GRANTOR, its agents and employees.
- 4) This permanent storm sewer and drainage easement is also for the benefit of any contractor, agent, employee or representative of the SID in any of said construction, inspection, maintaining, operating, repairing, and replacing the improvements.
- 5) That the SID 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 consistent with GRANTOR's adjacent property, including but not limited to reseeding.
- In the event the GRANTOR determines that it shall be necessary to re-shape, relocate, or re-build its property improvements in the easement strip, and in the event, in the determination of the GRANTOR, such work shall necessitate the removal, re-installation, replacement, relocation and/or alteration of the improvements, the SID agrees to and shall reimburse the GRANTOR upon demand for that part of the GRANTOR's cost for such work that shall be determined by the GRANTOR to be attributable to such removal, installation, replacement, relocation and/or alteration of the Construction.
- 7) The SID shall maintain the improvements in a manner which will not interfere with the continued operation and maintenance of the GRANTOR's property. The level of flood protection afforded by the GRANTOR's property shall not be interfered with by the SID and is to be maintained at all times.
- 8) The SID assumes the entire risk of loss or damage to the improvements, all SID's items, material, equipment and machinery stored within the easement strip from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only loss or damage caused solely by the negligence of the GRANTOR or its officers and employees.
- 9) That said GRANTOR does confirm with the said SID and its successors and 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 permanent storm sewer and drainage easement in the manner and form aforesaid, and it shall warrant and defend this permanent storm sewer and drainage easement to said SID and its successors and assigns against the lawful claims and demands of all persons. This permanent storm sewer and drainage easement runs with the land.

- 10) That said permanent storm sewer and drainage easement is granted upon the condition that the SID may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines and trees within the easement area as necessary for construction.
- 11) The SID is responsible for maintaining all storm sewers, drainage structures, and/or drainage ways and appurtenances constructed related to this easement in a good and working order at the SID's sole cost and expense.
- The SID shall provide the GRANTOR any and all plans for construction, replacement, or alteration of the storm sewers, drainage structures, and/or drainage ways in, through, under, and on said parcel for GRANTOR's review and approval. No construction, replacement, or alteration of the storm sewers, drainage structures, and/or drainage ways in, through, under, and on said parcel will proceed without the SID first obtaining approval from GRANTOR.

[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF said GRA	ANTOR has hereunto set its hand this day of
	PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA
	By:
	Title:
STATE OF NEBRASKA)) ss. COUNTY OF SARPY)	
On thisday ofin and for said County, personally car	_, 2020, before me, the undersigned, a Notary Public me of PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT, NEBRASI of said	KA, to me personally known to be the d PAPIO-MISSOURI RIVER NATURAL
foregoing instrument, and acknowledged the	and the identical person whose name is affixed to the execution thereof to be his/her voluntary act and deed ed of said PAPIO-MISSOURI RIVER NATURAL
	Notary Public

SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision

	By: Gerald L. Torczon, Chairman
ATTEST:	
Doris J. Nicholson, Clerk	_
STATE OF NEBRASKA)) ss.
duly commissioned and qualified in), 2020, before me, the undersigned, a Notary Public said county, personally came GERALD L. TORCZON and
IMPROVEMENT DISTRICT NO political subdivision, to me personal	irman and Clerk, respectively of SANITARY AND D. 312 OF SARPY COUNTY, NEBRASKA , a Nebraskally known to be the persons whose names are affixed to the ties, and who acknowledged the execution of the same to be lf of the District.
	Notary Public

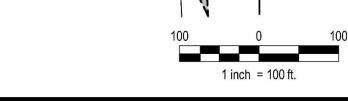
EXHIBIT "A"

LEGAL DESCRIPTION

A STORM SEWER AND DRAINAGE EASEMENT LOCATED IN PART OUTLOT "W" AND OUTLOT "DD", GRANITE FALLS NORTH, A SUBDIVISION LOCATED IN PART OF THE NE1/4 OF SECTION 29 ALONG WITH PART OF VACATED SOUTH 108TH STREET, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 28; THENCE S02°51'54"E (ASSUMED BEARING) ALONG THE EASTERLY LINE OF SAID NE1/4 OF SECTION 29, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID NW1/4 OF SECTION 28, SAID LINE ALSO BEING THE EASTERLY LINE OF OUTLOT "CC", SAID GRANITE FALLS NORTH, AND ALSO BEING THE EASTERLY LINE OF SAID OUTLOT "DD", SAID GRANITE FALLS NORTH, A DISTANCE OF 896.39 FEET TO THE POINT OF BEGINNING: THENCE N87°08'06"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE WESTERLY LINE OF OUTLOT "B", GRANITE LAKE, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 28; THENCE S02°51'54"E ALONG SAID WESTERLY LINE OF OUTLOT "B", GRANITE LAKE, A DISTANCE OF 469.93 FEET; THENCE N26°12'44"W ALONG THE SOUTHERLY LINE OF SAID OUTLOT "W", GRANITE FALLS NORTH, SAID LINE ALSO BEING THE EASTERLY LINE OF LOTS 339, 340, AND OUTLOT "Z", SAID GRANITE FALLS NORTH, A DISTANCE OF 274.70 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "W", GRANITE FALLS NORTH; THENCE N00°00'00"E ALONG THE WESTERLY LINE OF SAID OUTLOT "W", SAID LINE ALSO BEING THE EASTERLY LINE OF LOTS 337 THRU 339, SAID GRANITE FALLS NORTH, A DISTANCE OF 217.99 FEET; THENCE N87°08'06"E, A DISTANCE OF 64.97 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER AND DRAINAGE EASEMENT CONTAINS 36,245 SQUARE FEET OR 0.832 ACRES, MORE OR LESS.



VAC, 108TH STREET

°51'54"E

OUTLOT "DD"

NORTHEAST CORNER

(COMMENCING POINT)

S02°51'54"E 896.39'-

N87°08'06"E 33.00'

POINT OF BEGINNING

337

338

66

217

340

34

OUTLOT "Z"

OUTLOT "W"

N87°08'06"E 64.97'

FALLS NORTH

GRANITE

OF SECTION 29-T14N-R12E



E & A CONSULTING GROUP, INC.

Engineering ● Planning ● Environmental & Field Services
10909 Mill Valley Road, Suite 100 ● Omaha, NE 68154 Phone: 402.895.4700 ● Fax: 402.895.3599

 Job No.: P2013.604.001
 Date: 10/07/2020

 Drawn by: RLS
 Scale: 1"=100'
 Sht: 1 of 1

STORM SEWER AND DRAINAGE EASEMENT OUTLOT "W" & OUTLOT "DD" GRANITE FALLS NORTH

SARPY COUNTY, NEBRASKA

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, including but not limited to, the covenants contained herein, the receipt of which is hereby acknowledged, on the property described below, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to enter upon and use for working space for the construction of a sanitary sewer and appurtenances thereto, the parcels of land described as follows (hereinafter referred to as the "TEMPORARY EASEMENT AREA"), to-wit:

SEE EXHIBITS "A", "B" AND "C" ATTACHED HERETO TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTIONS

It is further agreed as follows:

- 1. That this easement runs with the land and terminates thirty (30) days after completion of the construction activities within the Temporary Easement Area, with the total duration of actual use of this easement not to exceed two hundred (200) calendar days from the date construction begins or June 30, 2021, whichever date should first occur.
- 2. That this easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens and lawns within the TEMPORARY EASEMENT AREA as necessary for construction, with the following exceptions: NONE.
- 3. This temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the GRANTEE in any of said construction activities.

- 4. The GRANTEE shall be solely responsible for any and all damages and/or alterations, except for those alterations set forth in Exhibits "A", "B" and "C", arising out of and/or resulting from the GRANTEE and/or its agents or other representatives, to the GRANTOR's property, facilities, and appurtenances thereto, which are damaged or altered as a result of the entry upon and construction activities on GRANTOR's property, and the GRANTEE, at its sole cost and expense, shall properly and immediately restore the same to its "as built" condition, unless such alteration is made consistent with Exhibits "A" "B" and "C", to the satisfaction of the GRANTOR in its sole discretion. This shall include but not be limited to the following:
 - a) excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent property;
 - b) seeded areas which are disturbed shall be re-seeded and a vegetative cover acceptable to the GRANTOR shall be established;
 - c) unnecessary materials, pipe, debris and other construction materials shall be removed; and
 - d) replacement of any fencing removed from GRANTOR's property so construction can be completed with substantially similar fence material placed in the substantially similar location of the removed fencing.
- 5. The GRANTEE agrees to and shall pay the reasonable cost of all repairs of damages or rectification of alterations, except for those set forth in Exhibits "A", "B" and "C", to the GRANTOR's property necessitated or caused by or arising out of the entry upon and storage of material and equipment on GRANTOR'S property or the use of the property by the GRANTEE and/or its contractors. In the event any such facilities are not restored to their "as-built" condition in accordance with Paragraph 4, above, within thirty (30) days after the GRANTOR has demanded the same in writing, the GRANTOR shall be authorized to commission such repairs at GRANTEE's sole cost and expense.
- 6. The GRANTEE agrees to indemnify and hold the GRANTOR harmless from and against any and all liability, causes of action, claims and expense for personal injury or property damage arising out of or occasioned by the use of the TEMPORARY EASEMENT AREA by the GRANTEE, its contractor, agent, employee, and representative of the GRANTEE pursuant to this Easement Agreement, except as may be caused solely by the negligence of the GRANTOR, its agents and employees.
- 7. The GRANTEE agrees to and shall notify the GRANTOR at least twenty-four (24) hours prior to entering into the TEMPORARY EASEMENT AREA.
- 8. The GRANTEE shall use the TEMPORARY EASEMENT AREA consistent with the terms set forth above and in a manner which will not interfere with or impede the construction activity on GRANTOR's property and within the TEMPORARY EASEMENT AREA and the continued operation and maintenance of the GRANTOR's property. The level of flood protection afforded by the GRANTOR's property shall not be interfered with by the GRANTEE and is to be maintained at all times.
- 9. GRANTEE assumes the entire risk of loss or damage to all items, material, equipment and machinery within the TEMPORARY EASEMENT AREA, from all causes

whatsoever, including flood or other natural disaster or act of God, and excluding only loss or damage caused solely by the negligence of the GRANTOR or its officers and employees.

- 10. That GRANTOR, for itself and its successors and assigns, does confirm with the GRANTEE and its assigns, including public utility companies and their assigns, that 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.
- 11. That this instrument contains the entire agreement of the parties, and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.
- 12. The consideration recited and hereby provided includes any and all claims for damage and damages arising from change of grade that is in compliance with Exhibits "A", "B" and "C" attached hereto and are hereby waived. Such waiver shall not include any claim contemplated in paragraphs 4, 5 and 6 contained herein. If the change of grade fails to comply with the Exhibits "A", "B" and "C" attached hereto, the GRANTEE shall be responsible for the damages arising from change of grade.

IN WITNESS WHEREOF, GRAN- , 2020.	ΓOR has hereunto set its hand this day of
	PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska
	By: Name: Title:
STATE OF NEBRASKA)) ss COUNTY OF SARPY)	
in and for said County, personally came the	_, 2020, before me, the undersigned, a Notary Public above named, PIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT and he/she acknowledged the e	execution thereof to be his/her voluntary act and deed deed of said PAPIO-MISSOURI RIVER NATURAL
	Notary Public

SANITARY AND IMPROVEMENT DISTRICT NO. 312 OF SARPY COUNTY, NEBRASKA,

a Nebraska political subdivision

	By:	ald L. Torczon, Chairman
	Address:	10250 Regency Circle, Suite 300 Omaha, NE 68114
ATTEST:		
Doris J. Nicholson, Clerk		
STATE OF NEBRASKA)) ss. COUNTY OF SARPY)		
On this day of Public duly commissioned and quality TORCZON and DORIS J. NICHOLSO IMPROVEMENT DISTRICT NO. 312 (subdivision, to me personally known to	fied in said count N, Chairman and DF SARPY COUNT be the persons we acknowledged the	before me, the undersigned, a Notary nty, personally appeared GERALD L. Clerk, respectively of SANITARY AND NTY, NEBRASKA , a Nebraska political whose names are affixed to the foregoing ne execution of the foregoing Temporary ed on behalf of the District.
	Notary Publ	lic

