

2015-11006

05/15/2015 2:21:26 PM

*Clay J. Dowling*

REGISTER OF DEEDS



COUNTER	<u>LM</u>	C.E.	<u>LM</u>
VERIFY	<u>LM</u>	D.E.	<u>LM</u>
PROOF			
FEES \$	<u>76.00</u>		
CHECK #	<u>46485</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

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### STORMWATER DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT

This Stormwater Drainage Easement and Maintenance Agreement (hereinafter referred to as the "Agreement") is entered in to as of the date set forth below by and between Sanitary and Improvement District No. 257 of Sarpy County, Nebraska (hereinafter referred to as "SID #257"), and Celebrity Homes, Inc., a Nebraska corporation ("Grantor"). SID #257 and Grantor are sometimes referred to herein as the "Parties".

#### PRELIMINARY STATEMENTS

Grantor is the fee simple owner of the real property described in Exhibit A attached hereto and incorporated herein (the "Property"), which includes that portion of the Property legally described and depicted on Exhibit B attached hereto (the "Easement Area").

Subject to the terms and conditions hereinafter set forth, Grantor desires to grant a permanent non-exclusive easement to SID #257 for the installation and maintenance of a swale (the "Swale") within the Easement Area and for the installation and maintenance of multiple rain gardens (collectively, the "Rain Gardens"; the Swale and the Rain Gardens shall be referred to herein collectively as the "Drainage Facilities") for drainage purposes upon the Easement Area, with the right to enter upon the Easement Area and within Easement Area in order to re-grade, repair, replace and maintain the same, subject to the terms and conditions set forth in this Agreement.

The Parties recognize that the health, safety and welfare of the citizens of the County require that stormwater management facilities must be constructed and maintained in conjunction with the development of the Property, which Property is located in the jurisdiction of the County.

#### AGREEMENT

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

*RR Fullenkamp Doyle-Jobean  
11440 W Center Rd  
Omaha NE 68144*

1. **Easements.** Grantor hereby grants to SID #257 for the benefit of SID #257 a permanent non-exclusive easement upon the Easement Area for the installation and maintenance of the Swale for the purpose of directing storm water runoff from the Easement Area and the adjacent areas. Grantor hereby grants to SID #257 for the benefit of SID #257 a permanent non-exclusive easement upon the Easement Area for the installation and maintenance of the Rain Gardens for the purpose of managing the storm water entering the Easement Area from the adjacent areas. The easements set forth in this paragraph shall include the right to enter upon the Easement Area in order to grade, re-grade, repair, replace and maintain the Easement Area and the Drainage Facilities located thereon, subject to the terms and conditions set forth in this Agreement.
2. **Maintenance.** SID #257 shall, at its sole cost and expense, maintain the Easement Area, including the Drainage Facilities and all other facilities located within the Easement Area. If at any time, SID #257 or its agents fails to maintain the Easement Area, the Drainage Facilities or any other facilities located thereon, then Grantor may, in their sole discretion, enter upon the Easement Area and perform any required maintenance on behalf of SID #257 and SID #257 shall promptly reimburse the Grantor for all costs and expenses associated therewith.
3. **Access; Improvements.** No buildings, improvements, fences or other structures shall be placed upon the Easement Area at any time by Grantor or any successive owner of the Property. No dirt, fill or fill material shall be placed upon the Easement Area by Grantor or any successive owner of the Property at any time.
4. **Binding Upon Property.** The easement, rights and obligations created pursuant to the terms of this Agreement shall be appurtenant to the Easement Area in perpetuity and run with and be binding upon the Property, and all future subdivisions and/or reconfigurations of the Property, and shall be binding on all persons and entities having or acquiring any right, title or interest in the Property and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.
5. **Miscellaneous Provisions.**
  - a. Nothing contained in this Agreement shall restrict Grantor's right to use the Property so long as such use does not materially or adversely affect the Easement Area. Grantor shall not damage, injure or otherwise materially and adversely impact or interfere with the Easement Area without the prior written consent of SID #257.
  - b. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.
  - c. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.
  - d. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement may be modified by only written

agreement of all Parties.

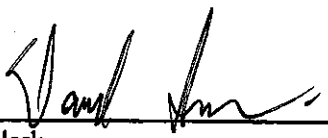
- e. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the Property and shall be binding on, and inure to the benefit of SID #257, its successors and assigns.
- f. This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

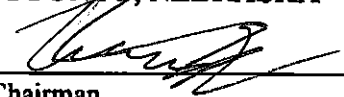
**[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]**

C

IN WITNESS WHEREOF, the Parties have executed this agreement this \_\_\_ day of \_\_\_\_\_, 2015.

**SANITARY AND IMPROVEMENT  
DISTRICT NO. 257 OF SARPY  
COUNTY, NEBRASKA**

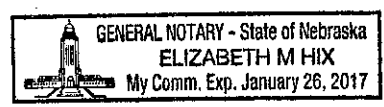
  
\_\_\_\_\_  
Clerk

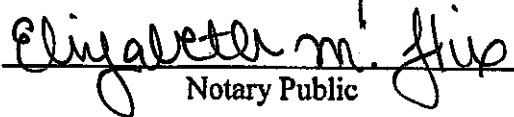
  
\_\_\_\_\_  
Chairman

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF Sarpy    )

Before me, a Notary Public qualified for said County and State, personally came Terry Dale, the Chairman of Sanitary and Improvement District No. 257 of Sarpy County, Nebraska, known to me to be the identical person who signed the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed of said district.

WITNESS my hand and Notary Seal on this 15 day of May 2015.



  
\_\_\_\_\_  
Notary Public

D

**CELEBRITY HOMES, INC.,**  
a Nebraska corporation

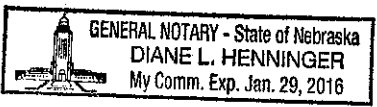
By: [Signature]  
Name: LOREN JOHNSON  
Its: Vice President

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF Douglas )

Before me, the undersigned Notary Public in and for said county and state appeared, Loren Johnson the Vice President of Celebrity Homes, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 13<sup>th</sup> day of May, 2015.

[Signature]  
Notary Public



E

**Exhibit A**  
**Legal Description of the Property**

**Lots 1, 20-28, 34, 35 and 46, inclusive, Meridian Park Replat Three, a Subdivision as surveyed,  
platted and recorded in Sarpy County, Nebraska**

F

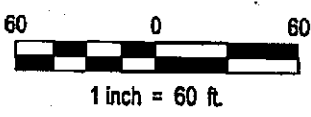
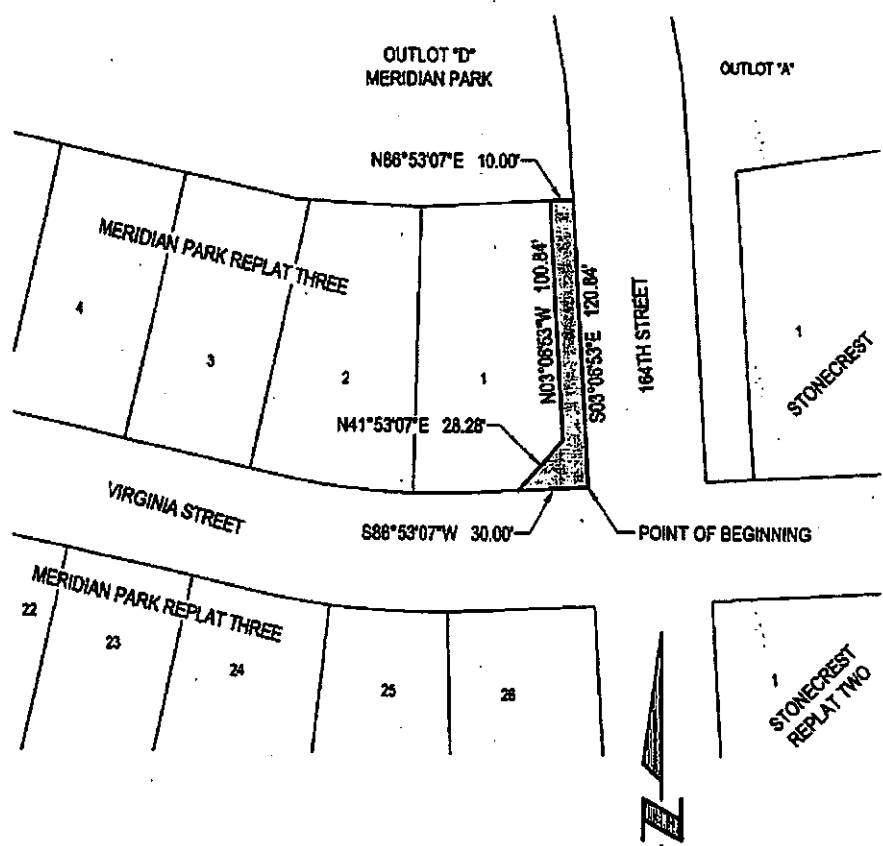
**Exhibit B**

**Easement Area**

**Attached.**

G

**EXHIBIT "A"**



**LEGAL DESCRIPTION**

OWNER: CELEBRITY HOMES INC  
BANKRUPTCY TRUSTEE DEED: 201231067

A PERMANENT PCSMP EASEMENT LOCATED IN LOT 1, MERIDIAN PARK REPLAT THREE, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

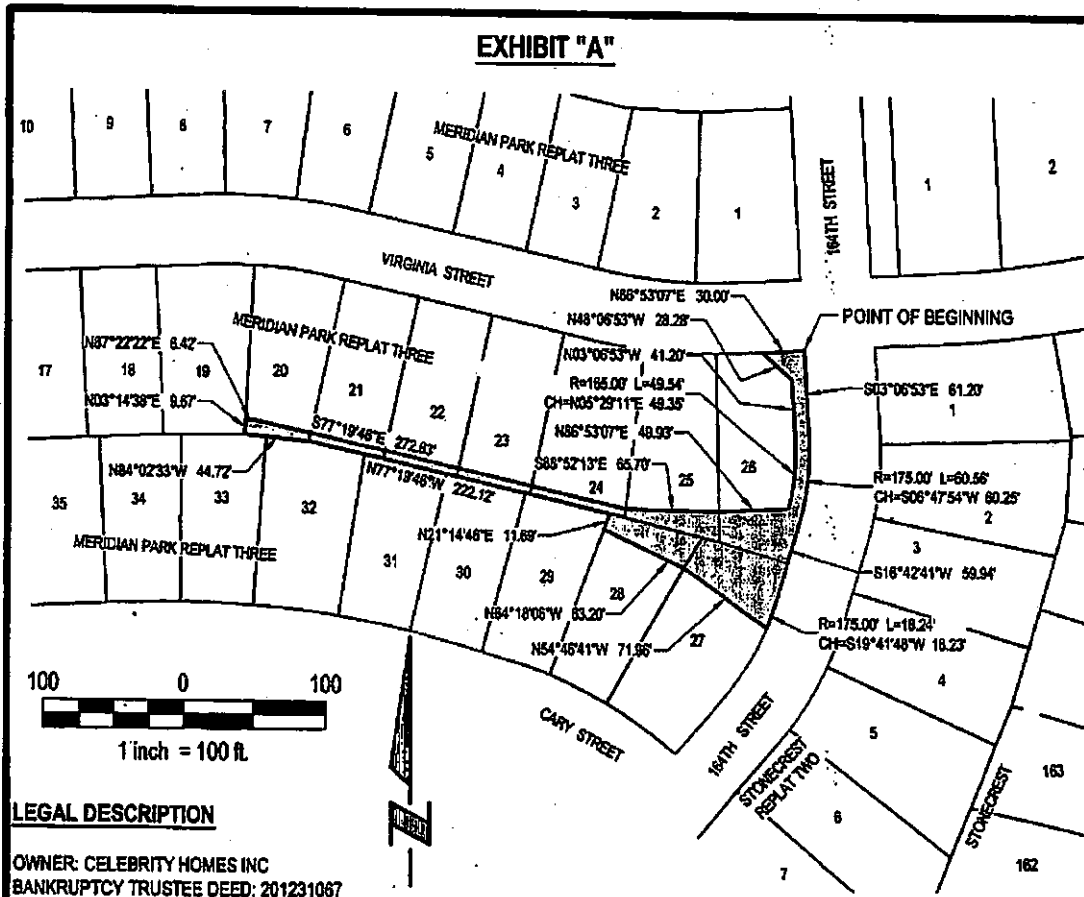
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 164TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF VIRGINIA STREET; THENCE S86°53'07"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 1, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF VIRGINIA STREET, A DISTANCE OF 30.00 FEET; THENCE N41°53'07"E, A DISTANCE OF 28.28 FEET; THENCE N03°06'53"W, A DISTANCE OF 100.84 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING ON THE SOUTH LINE OF OUTLOT "D", MERIDIAN PARK, A SUBDIVISION LOCATED IN SAID SECTION 22; THENCE N86°53'07"E ALONG SAID NORTH LINE OF LOT 1, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID SOUTH LINE OF OUTLOT "D", MERIDIAN PARK, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID OUTLOT "D", MERIDIAN PARK, SAID POINT ALSO BEING ON SAID WEST RIGHT-OF-WAY LINE OF 164TH STREET; THENCE S03°06'53"E ALONG SAID EAST LINE OF SAID LOT 1, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 164TH STREET, A DISTANCE OF 120.84 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT PCSMP CONTAINS AN AREA OF 1,408 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

<p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services 230 North 117th Street, Omaha, NE 68134 Phone: 402.426.4700</p>	<p><b>PERMANENT PCSMP EASEMENT</b> <b>LOT 1, MERIDIAN PARK REPLAT THREE</b> SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: CJV   Chkd by:</p>	<p>Date: 05-07-2015</p>
	<p>Job No.: P2004.045.001</p>	



EXHIBIT "A"



LEGAL DESCRIPTION

OWNER: CELEBRITY HOMES INC  
BANKRUPTCY TRUSTEE DEED: 201231067

A PERMANENT PCSMP EASEMENT LOCATED IN LOTS 20 THROUGH 28, INCLUSIVE, MERIDIAN PARK REPLAT THREE, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

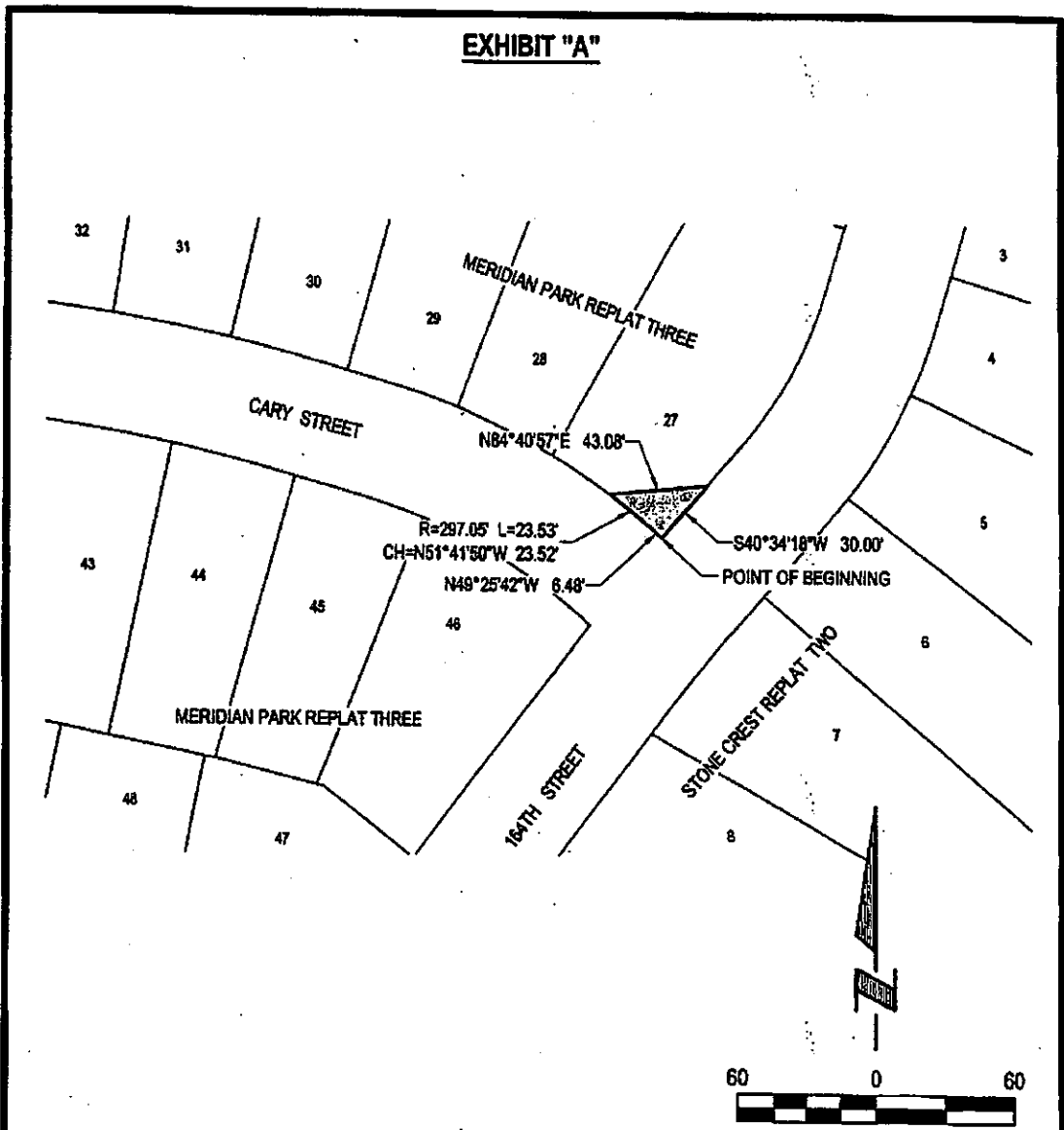
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 26, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF VIRGINIA STREET AND THE WEST RIGHT-OF-WAY LINE OF 164TH STREET; THENCE ALONG THE EAST LINE OF SAID LOTS 26 AND 27, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 164TH STREET ON THE FOLLOWING FOUR (4) COURSES: (1) THENCE S03°06'53"E (ASSUMED BEARING), A DISTANCE OF 61.20 FEET; (2) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 60.56 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S06°47'54"W, A DISTANCE OF 60.25 FEET; (3) THENCE S16°42'41"W, A DISTANCE OF 59.94 FEET; (4) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 18.24 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S19°41'48"W, A DISTANCE OF 18.23 FEET; THENCE N54°46'41"W, A DISTANCE OF 71.98 FEET; THENCE N84°18'06"W, A DISTANCE OF 63.20 FEET TO A POINT ON THE WEST LINE OF SAID LOT 28, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING ON THE EAST LINE OF SAID LOT 29, MERIDIAN PARK REPLAT THREE; THENCE N21°14'46"E ALONG THE WEST LINE OF SAID LOT 29, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID EAST LINE OF LOT 29, MERIDIAN PARK REPLAT THREE, A DISTANCE OF 11.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 29, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 29, MERIDIAN PARK REPLAT THREE; THENCE ALONG THE SOUTH LINE OF SAID LOTS 20 THROUGH 24, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING THE NORTH LINE OF LOTS 29 THROUGH 33, SAID MERIDIAN PARK REPLAT THREE, ON THE FOLLOWING (2) TWO COURSES: (1) THENCE N77°19'46"W, A DISTANCE OF 222.12 FEET; (2) THENCE S84°02'33"E, A DISTANCE OF 44.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 19, SAID MERIDIAN PARK REPLAT THREE; THENCE N03°14'38"E ALONG THE WEST LINE OF SAID LOT 20, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE EAST LINE OF SAID LOT 19, MERIDIAN PARK REPLAT THREE, A DISTANCE OF 9.67 FEET; THENCE N87°22'22"E, A DISTANCE OF 6.42 FEET; THENCE S77°19'46"E, A DISTANCE OF 272.63 FEET; THENCE S88°52'13"E, A DISTANCE OF 65.70 FEET; THENCE N86°53'07"E, A DISTANCE OF 49.93 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 165.00 FEET, A DISTANCE OF 49.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N05°29'11"E, A DISTANCE OF 49.35 FEET; THENCE N03°06'53"W, A DISTANCE OF 41.20 FEET; THENCE N48°06'53"W, A DISTANCE OF 28.28 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 26, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF VIRGINIA STREET; THENCE N86°53'07"E ALONG SAID NORTH LINE OF LOT 26, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF VIRGINIA STREET, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT PCSMP EASEMENT CONTAINS AN AREA OF 9,375 SQUARE FEET OR 0.215 ACRES, MORE OR LESS.

 <p>Engineering • Planning • Environmental &amp; Field Services 330 North 117th Street Omaha, NE 68154 Phone: 482.234.6700</p>	<p><b>E &amp; A CONSULTING GROUP, INC.</b></p>		<p><b>PERMANENT PCSMP EASEMENT</b> LOTS 20 THROUGH 28, MERIDIAN PARK REPLAT THREE SARPY COUNTY, NEBRASKA</p>
	<p>Drawn by: CJV    Chkd by:</p>	<p>Date: 06-07-2015</p>	
<p>Job No.: P2004.045.001</p>			

I

**EXHIBIT "A"**




**LEGAL DESCRIPTION**

OWNER: CELEBRITY HOMES INC  
BANKRUPTCY TRUSTEE DEED: 201231057

A PERMANENT PCSMP EASEMENT LOCATED IN LOT 27 MERIDIAN PARK REPLAT THREE, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

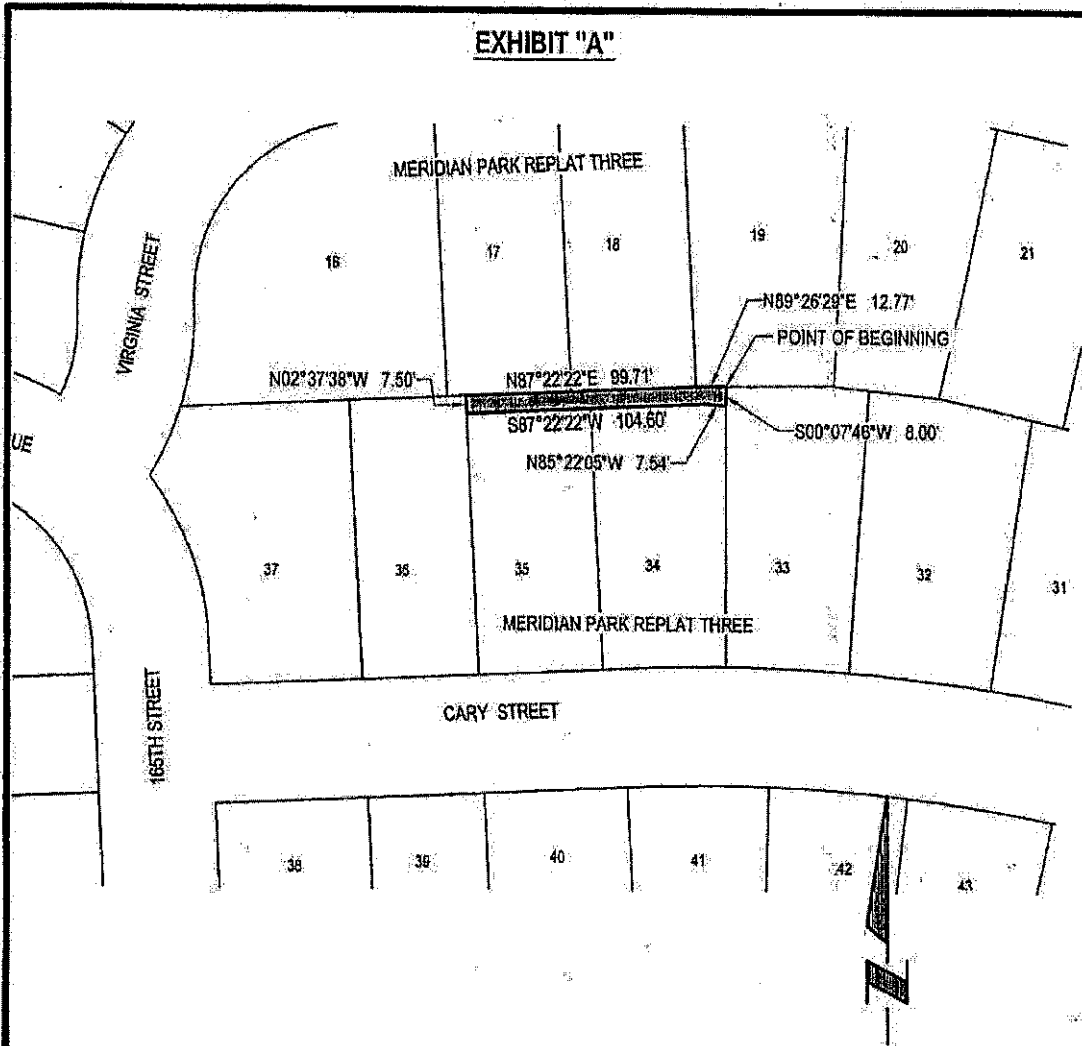
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 27, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF 164TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF CARY STREET; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 27, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF CARY STREET ON THE FOLLOWING TWO (2) COURSES: (1) THENCE N49°25'42"W (ASSUMED BEARING), A DISTANCE OF 6.48 FEET; (2) THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 297.05 FEET, A DISTANCE OF 23.53 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N51°41'50"E, A DISTANCE OF 23.52 FEET; THENCE N84°40'57"E, A DISTANCE OF 43.08 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 27, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF 164TH STREET; THENCE S40°34'18"W ALONG SAID EASTERLY LINE OF LOT 27, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 164TH STREET, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT PCSMP EASEMENT CONTAINS AN AREA OF 443 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

 <p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.226.0700</p>	<p><b>PERMANENT PCSMP EASEMENT</b> <b>LOT 27, MERIDIAN PARK REPLAT THREE</b> SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: CJV   Chkd by:</p>	<p>Date: 05-07-2015</p>
	<p>Job No.: P2204.045.001</p>	

5

**EXHIBIT "A"**



**LEGAL DESCRIPTION**

OWNER: CELEBRITY HOMES INC  
 BANKRUPTCY TRUSTEE DEED: 201231067



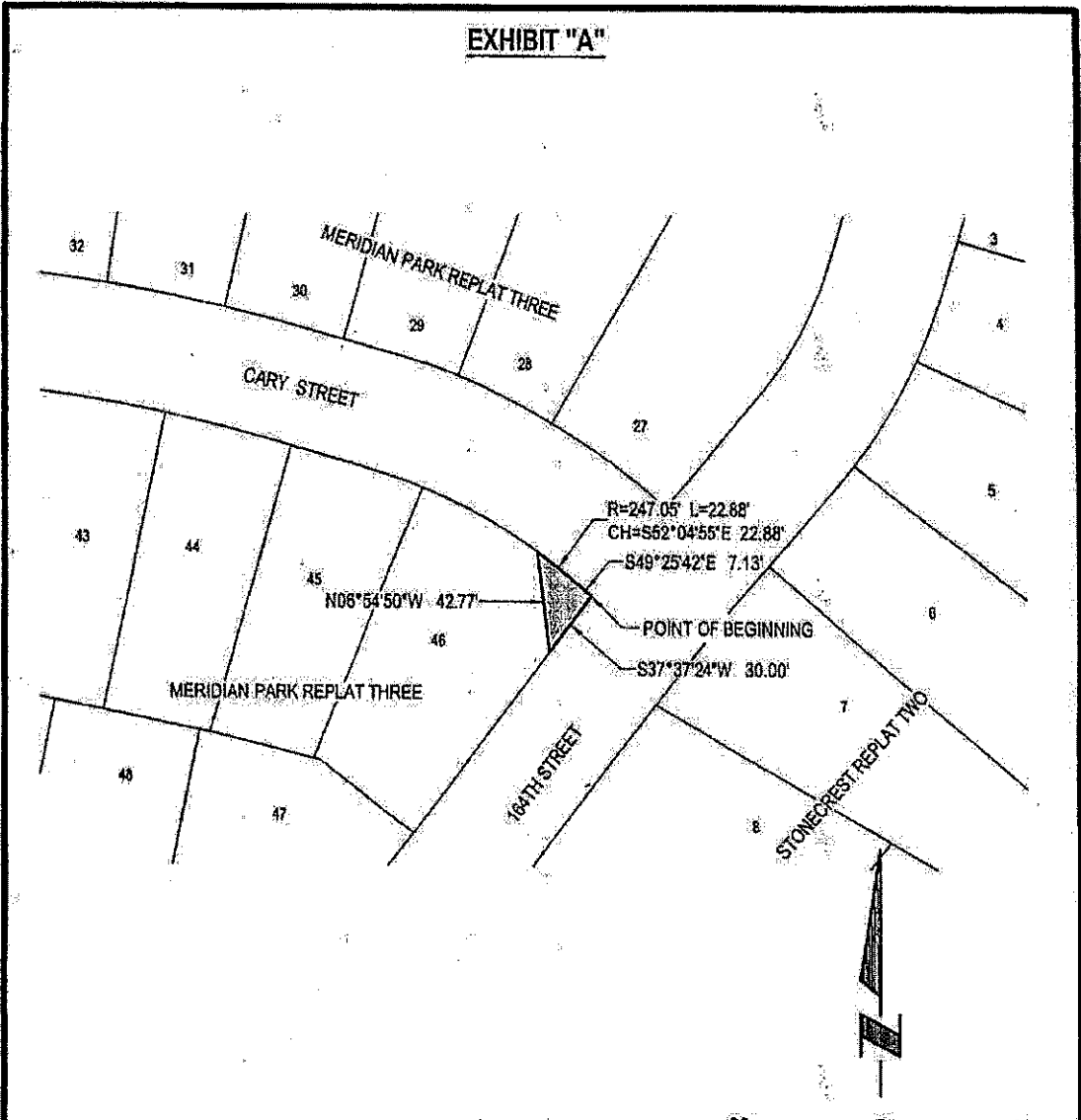
A PERMANENT PCSMP EASEMENT LOCATED IN LOTS 34 AND 35, MERIDIAN PARK REPLAT THREE, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 34, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 33, SAID MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 19, SAID MERIDIAN PARK REPLAT THREE; THENCE S00°07'46\"/>

SAID PERMANENT PCSMP CONTAINS AN AREA OF 852 SQUARE FEET OR 0.020 ACRES, MORE OR LESS.

	<b>E &amp; A CONSULTING GROUP, INC.</b> <small>Engineering • Planning • Environmental &amp; Field Services</small> <small>330 North 117th Street - Omaha, NE 68114 Phone: 402.855.4700</small>		<b>PERMANENT PCSMP EASEMENT</b> <b>LOT 34 &amp; 35, MERIDIAN PARK</b> <b>REPLAT THREE</b> <small>SARPY COUNTY, NEBRASKA</small>
	<small>Drawn by: CJV   Chkd by:</small>	<small>Date: 05-07-2015</small>	
<small>Job No.: P2004.046.001</small>			

EXHIBIT "A"



LEGAL DESCRIPTION

OWNER: CELEBRITY HOMES INC  
BANKRUPTCY TRUSTEE DEED: 201231067



A PERMANENT PCSMP EASEMENT LOCATED IN LOT 46, MERIDIAN PARK REPLAT THREE, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 46, MERIDIAN PARK REPLAT THREE, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 164TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF CARY STREET; THENCE S37°37'24\"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 46, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF 164TH STREET, A DISTANCE OF 30.00 FEET; THENCE N08°54'50\"W, A DISTANCE OF 42.77 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 46, MERIDIAN PARK REPLAT THREE; SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF CARY STREET; THENCE ALONG SAID NORTH LINE OF LOT 46, MERIDIAN PARK REPLAT THREE, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF CARY STREET ON THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 247.05 FEET, A DISTANCE OF 22.88 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S52°04'55\"E, A DISTANCE OF 22.88 FEET; (2) THENCE S49°25'42\"E, A DISTANCE OF 7.13 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT PCSMP EASEMENT CONTAINS AN AREA OF 458 SQUARE FEET OR 0.011 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: 402.985.0700		<b>PERMANENT PCSMP EASEMENT</b> <b>LOT 46, MERIDIAN PARK REPLAT THREE</b> SARPY COUNTY, NEBRASKA	
	Drawn by: CJV	Chkd by:		Date: 05-07-2015
	Job No.: P2004.045.001			