

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER NEBRASKA DOCUMENTARY
STAMP TAX

2014-20892

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Lloyd J. Douding

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REGISTER OF DEEDS



EASE

COVER SHEET FOR RECORDING PURPOSES

THE ATTACHED DOCUMENT PERTAINS TO REAL PROPERTY, IN SARPY COUNTY, NEBRASKA, LOCATED OVER PART OF TAXLOT 4, BEING SITUATE IN PART OF THE WEST HALF (W ½) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED IN THE ATTACHED DOCUMENT:

After recording return to:

per

Jeff C. Miller
Young & White Law Offices
8742 Frederick Street
Omaha, NE 68124

**PERMANENT SANITARY
SEWER EASEMENT**

This Agreement is made this 3 day of September 2014, between JAHN FARMS INC, (hereinafter referred to as "Owner"), and the CITY OF GRETNA, NEBRASKA, (hereinafter referred to as "CITY")

WHEREAS,

The CITY is desirous of expanding its interceptor sewer system across the property owned by Owner, and

Owner is agreeable to the grant of the easement for the interceptor sewer conveyance improvements as provided herein It is, therefore,

AGREED

1 In consideration of the sum of ten dollars (\$10 00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Owner of the real estate hereinafter described, its heirs, executors, administrators, successors and assigns, hereinafter called "Grantors", hereby grant and convey to the CITY as Grantee, its successors and assigns, a permanent sanitary sewer easement over, across and through the property described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Property") to survey, construct, grade, shape, maintain, add to, the sewer system over, upon, above, along, under, in/across the Property

2 This easement shall include the perpetual right of ingress and egress across the Property at any time that the CITY may see fit, to construct, inspect, maintain, repair, patrol and regulate for the purposes of interceptor sewer conveyance (the "Improvements"), together with the right to excavate and refill ditches and/or trenches for the location of said Improvements and exclusive right to remove trees, bushes, undergrowth and other obstructions and control vegetation interfering with the location, construction and maintenance of said Improvements and appurtenances on the Property

3 The CITY shall properly and promptly refill any excavations made on the Property after the purpose of said Improvements has been fulfilled and shall leave the Property in the same general condition as it was in before the CITY entered upon the Property If any fences or existing structures are moved for the purpose of excavating and maintaining, said Improvements, said items shall be promptly replaced by the CITY upon completion of the work requiring such removal The CITY shall reimburse Owner for any damages to Owner's crops caused by entering the Property or caused by excavating and repairing the Improvements, whether the damage is to the Property or to other property owned by the Owner

4 Owner agrees that it will not place any permanent structures upon or over the Property without first obtaining the written consent of the CITY

5 Owner covenants with the CITY that it is lawfully seized and possessed of the Property, that Owner has good and lawful right to convey it, or any part thereof, and that the Property is free from all encumbrances, except for the existing farm lease

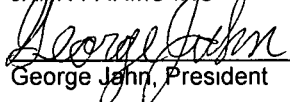
between the Owner and Leslie Runge and the Purchase Agreement between the Owner and B H I Properties Inc dated July 9, 2014 and Owner will warrant and defend the title thereto against the lawful claims of all other persons whomsoever

6 All provisions of this Agreement 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

IN WITNESS WHEREOF, JAHN FARMS INC , GRANTORS and the CITY OF GRETNA, GRANTEE have executed this instrument this 3 day of September 2014

OWNER

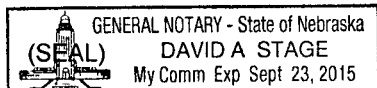
JAHN FARMS INC

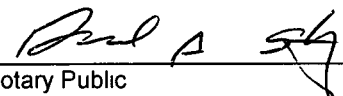

George Jahn, President

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 3 day of September 2014, before me personally appeared George Jahn, known to me, or satisfactorily proved to be, the persons whose names are subscribed to the above-written instrument and who acknowledged such execution to be for the purposes therein contained


IN WITNESS WHEREOF, I set my hand and official seal




Notary Public

GRANTEE

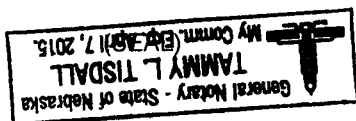
CITY OF GRETNA, NEBRASKA

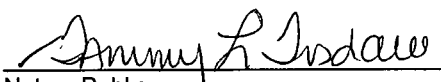

James W Timmerman, Mayor

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

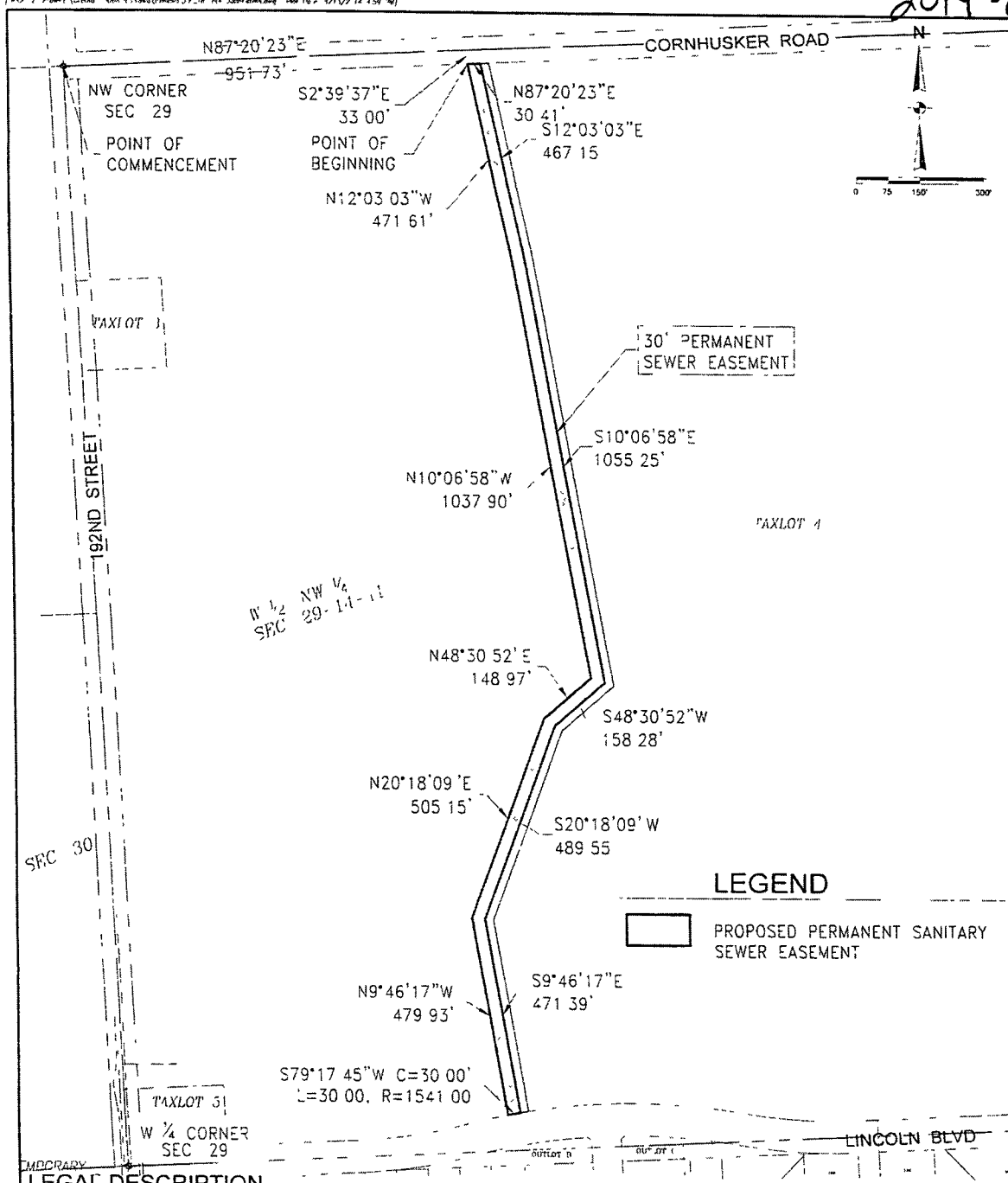
On this 9th day of September, 2014, before me personally appeared James W, Timmerman, Mayor of and for the City of Gretna, Nebraska, known to me, or satisfactorily proved to be, the person whose name is subscribed to the above-written instrument and who acknowledged such execution to be for the purposes therein contained

IN WITNESS WHEREOF, I set my hand and official seal




Notary Public

2014-20892 C



LEGAL DESCRIPTION

PERMANENT SANITARY SEWER EASEMENT OVER PART OF TAXLOT 4 BEING SITUATE IN PART OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) SECTION 29 TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29 THENCE N87°20'23"E ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 951.73 FEET, THENCE S2°39'37"E A DISTANCE OF 33.00 FEET TO THE NORTH LINE OF SAID TAXLOT TO THE POINT OF BEGINNING, THENCE N87°20'23"E A DISTANCE OF 30.41 FEET ALONG THE NORTH LINE OF SAID TAXLOT THENCE S12°03'03"E A DISTANCE OF 467.15 FEET THENCE S10°06'58"E A DISTANCE OF 1055.25 FEET THENCE S48°30'52"W A DISTANCE OF 158.28 FEET THENCE S20°18'09"W A DISTANCE OF 489.55 FEET THENCE S9°46'17"E A DISTANCE OF 471.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LINCOLN BOULEVARD, THENCE SOUTHWESTERLY ON A 1541.00' FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 30.00 FEET WITH A CHORD BEARING S79°17'45"W AND CHORD DISTANCE OF 30.00' FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF LINCOLN BOULEVARD, THENCE N9°46'17"W A DISTANCE OF 479.93 FEET, THENCE N20°18'09"E A DISTANCE OF 505.15 FEET THENCE N48°30'52"E A DISTANCE OF 148.97 FEET THENCE N10°06'58"W A DISTANCE OF 1037.90 FEET THENCE N12°03'03"W A DISTANCE OF 471.61 FEET TO THE NORTH LINE OF SAID TAXLOT TO THE POINT OF BEGINNING SAID PARCEL CONTAINS 79,276 SQUARE FEET MORE OR LESS

EXHIBIT A

PROJECT NO 3068	PERMANENT SANITARY SEWER EASEMENT TAXLOT 4 W 1/2, NW 1/4 SEC 29, T14N R11E	192ND STREET SUB-INTERCEPTOR SEWER LINCOLN BOULEVARD NORTH GRETNA NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC 10730 PACIFIC STREET SUITE 232 OMAHA NEBRASKA
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