

COUNTER	<u>LM</u>	C.E.	<u>LM</u>
VERIFY	<u>LM</u>	D.E.	<u>LM</u>
PROOF	<u>D</u>		
FEES \$	<u>22.00</u>		
CHECK #	<u>4397</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2016-32452

12/14/2016 11:50:37 AM

*Clay J. Dowling*

REGISTER OF DEEDS



**PERMANENT WATER MAIN  
AND ACCESS EASEMENT**

This Easement Agreement is made this 23<sup>rd</sup> day of November, 2016, between B H I DEVELOPMENT INC., (hereinafter referred to as "BHI"), and the CITY OF GRETNA, NEBRASKA (hereinafter referred to as "CITY").

WHEREAS,

The CITY is desirous of operating, maintaining, and improving its water distribution system across the property owned by OWNER, and

BHI is agreeable to the grant of the easement for the herein described water system improvements. 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 undersigned 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, their successors and assigns forever, hereinafter called the "CITY," a permanent water main easement over, across and through the said property to survey, construct, grade, shape, maintain, add to, the water system and any and all appurtenances over, upon, above, along, under, in/across said property. The property is described on Exhibit 'A' attached hereto and made a part hereof by this reference.

2. The CITY shall have the right of ingress and egress across the Grantors' property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

3. This easement shall include the perpetual right of access to, and the entering upon, said real estate, at any time that the CITY may see fit, and to construct, inspect, maintain, repair, patrol and regulate for the purposes of water distribution (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.

4. BHI agrees that it will not place any permanent structures upon or over said easement which may impair said improvements without first obtaining the written consent of the CITY, which shall not be unreasonably withheld.

5. BHI covenants with the CITY that it is lawfully seized and possessed of the real estate above described, that BHI has good and lawful right to convey it, or any part thereof, and that the property is free from all encumbrances and BHI will warrant and defend the title thereto against the lawful claims of all other persons whomsoever, claiming by, through or under BHI, but not otherwise.

PERMANENT EASEMENT (#13067-02)

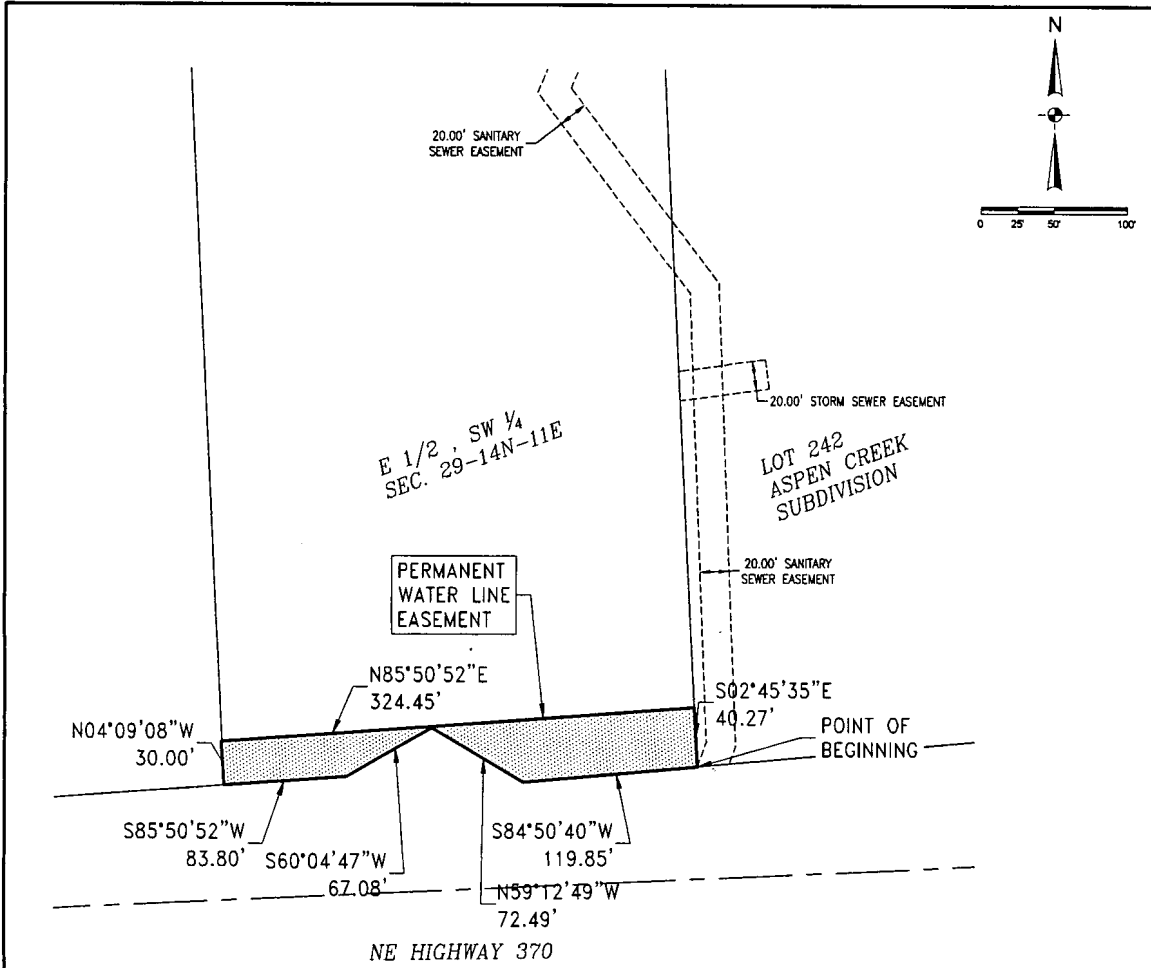
*RTD*  
*E*

Return to:


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

*402-393-5600*

A



**LEGEND**

 PROPOSED WATER LINE EASEMENT

**LEGAL DESCRIPTION**

PERMANENT WATER MAIN EASEMENT OVER PART OF THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (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 SOUTHWEST CORNER OF LOT 242 ASPEN CREEK SUBDIVISION, BEING THE POINT OF BEGINNING; THENCE S84°50'40"W A DISTANCE OF 119.85 FEET; THENCE NS59°12'49"W A DISTANCE OF 72.49 FEET; THENCE S60°04'47"W A DISTANCE OF 67.08 FEET; THENCE S85°50'52"W A DISTANCE OF 83.80 FEET; THENCE N04°09'08"W A DISTANCE OF 30.00 FEET; THENCE N85°50'52"E A DISTANCE OF 324.45 FEET; THENCE S02°45'35"E A DISTANCE OF 40.27 FEET;

TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9,698 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**

<p>PROJECT NO. 13067-02 3 OF 3 DATE AUGUST 2016</p>	<p>PERMANENT WATER LINE EASEMENT E 1/2, SW 1/4, SEC 29, T14N, R11E</p>	<p>HIGHWAY 370 WATER MAIN EXTENSIONS 183RD TO 192ND STREET  GRETNA, NEBRASKA</p>	<p>OLMSTED &amp; PERRY CONSULTING ENGINEERS INC.  10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA</p>
---	--	--	--

6. All provisions of this 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.

IN WITNESS WHEREOF, BHI DEVELOPMENT INC., GRANTOR and the CITY OF GRETNA, GRANTEE have executed this instrument this 23<sup>rd</sup> day of November, 2016.

GRANTOR

B H I DEVELOPMENT INC.

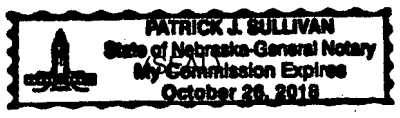
By: [Signature]

Title: President

STATE OF §  
  § ss.  
  §  
COUNTY OF

On this 23<sup>rd</sup> day of November, 2016, before me personally appeared Gerald L. Torczon, President of B H I DEVELOPMENT INC., 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.



[Signature]  
Notary Public

GRANTEE

CITY OF GRETNA, NEBRASKA

[Signature]

James W. Timmerman, Mayor

STATE OF §  
  § ss.  
  §  
COUNTY OF

On this 2<sup>nd</sup> day of December, 2016, 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.

(SEAL)

[Signature]  
Notary Public

