


COUNTER P C.E. ah
 VERIFY P D.E. ah
 PROOF P
 FEES \$ 34.00
 CHECK # 1616223
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER 2016-06915
 NEBRASKA DOCUMENTARY STAMP TAX \$ EX 23
 04/01/2016 2:48:28 PM
Lloyd J. Doubling By: counter1
 REGISTER OF DEEDS
 EASE

**PERMANENT SANITARY
 SEWER AND WATER MAIN
 EASEMENT**

This Agreement is made this 24th day of March, 2016, between GDI, LLC, (hereinafter referred to as "OWNER"), and the CITY OF GRETNA, NEBRASKA, (hereinafter referred to as "CITY").

WHEREAS,

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

OWNER is agreeable to the grant of the easement for the herein described sanitary sewer and water main 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 sanitary sewer and water main easement over, across and through the said property to survey, construct, grade, shape, maintain, add to, the sanitary sewer and water system and any and all appurtenances over, upon, above, along, under, in/across said property. The property 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.

PERMANENT EASEMENT (# _____)

RETURN TO:
 FULLENKAMP, DOYLE & JOBEUN
 11440 WEST CENTER ROAD
 OMAHA, NEBRASKA 68144-4482
 ATTN: L. Jobeun

PRE

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 sanitary sewer discharge and 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. The CITY shall properly and promptly refill any excavations made on said premises after the purpose of said improvements has been fulfilled and shall leave the premises in the same general condition as it was in before said CITY entered upon the premises. 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 premises or caused by excavating and repairing the improvements.

5. OWNER 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.

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

7. 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.

{Remainder of page intentionally left blank; signatures on following pages}

B

IN WITNESS WHEREOF, GDI, LLC, the GRANTOR, and the CITY OF GRETNA, the GRANTEE, have executed this instrument this 24th day of March, 2016.

GRANTOR

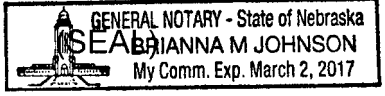
GDI, LLC, a Nebraska limited liability company,

By: _____
Its: Member

STATE OF _____ §
 § ss.
COUNTY OF _____ §

On this 24th day of March, 2016, before me personally appeared Jesse Calabretto, 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.

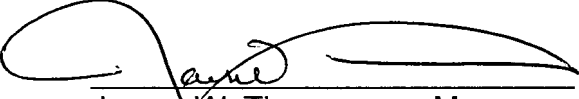
IN WITNESS WHEREOF, I set my hand and official seal.



Notary Public

GRANTEE

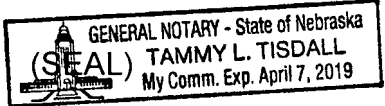
CITY OF GRETNA, NEBRASKA


James W. Timmerman, Mayor

STATE OF Nebraska §
 § ss.
COUNTY OF Sarpy §

On this 24th day of March, 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.

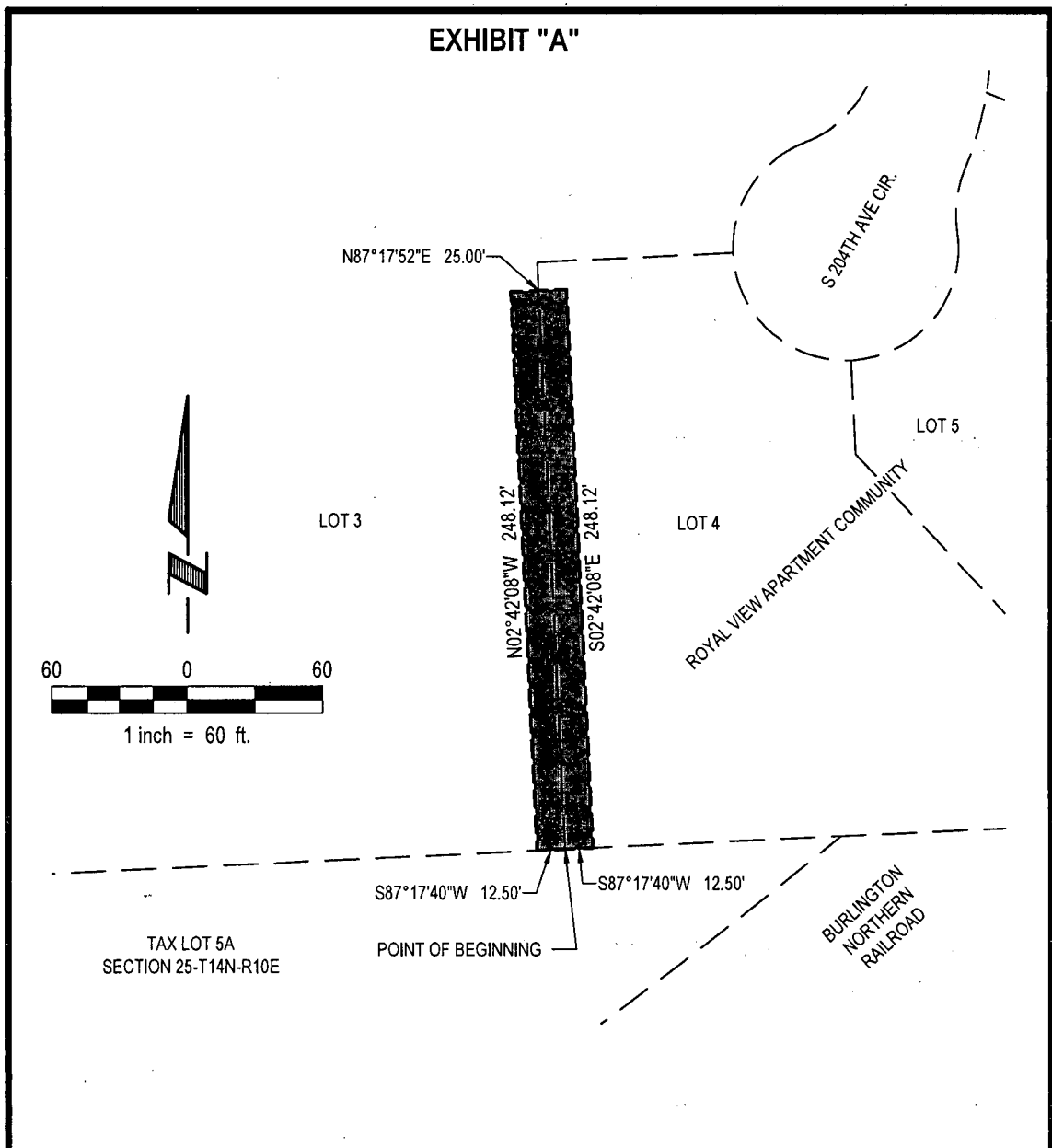




Notary Public

C

EXHIBIT "A"



LEGAL DESCRIPTION:

A SANITARY SEWER AND WATER EASEMENT LOCATED IN LOTS 3 AND 4, ROYAL VIEW APARTMENT COMMUNITY, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 25, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING AT THE SOUTHWEST CORNER OF SAID LOT 4, ROYAL VIEW APARTMENT COMMUNITY, AND ALSO ON THE NORTH LINE OF TAX LOT 5A, SAID SECTION 25; THENCE S87°17'40"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 3, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID NORTH LINE OF TAX LOT 5A, A DISTANCE OF 12.50 FEET; THENCE N02°42'08"W, A DISTANCE OF 248.12 FEET; THENCE N87°17'52"E, A DISTANCE OF 25.00 FEET; THENCE S02°42'08"E, A DISTANCE OF 248.12 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID NORTH LINE OF TAX LOT 5A; THENCE S87°17'40"W ALONG SAID SOUTH LINE OF SAID LOT 4, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID NORTH LINE OF TAX LOT 5A, A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER AND WATER MAIN EASEMENT CONTAINS AN AREA OF 6,203 SQUARE FEET OF 0.142 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
 Drawn by: CJV | Chkd by: | Date: 09-24-2015
 Job No.: P2014.104.001

SANITARY SEWER AND WATER MAIN EASEMENT
 SARPY COUNTY, NEBRASKA