

COUNTER	<u>PR</u>	C.E.	<u>ah</u>
VERIFY	<u>PR</u>	D.E.	<u>ah</u>
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FEEES \$	<u>34.00P</u>		
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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY
STAMP TAX

2016-06916

04/01/2016 2:48:29 PM

\$ EX23

Clay J. Dowling

By: counter1

REGISTER OF DEEDS



EASE

**PERMANENT STORM SEWER
AND DRAINAGE EASEMENT**

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

WHEREAS,

The CITY is desirous of improving its storm sewer and drainage across the property owned by OWNER, and;

OWNER is agreeable to the grant of the easement for the herein described storm drainage 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 storm sewer and drainage easement over, across and through the said property to survey, construct, grade, shape, maintain, add to, the storm drainage 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.

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,

PERMANENT EASEMENT (# _____)

RETURN TO:
FULLENKAMP, DOYLE & JOBEUN 1 / 3
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATTN: L. Jobeun

PRE

A

inspect, maintain, repair, patrol and regulate for the purposes of storm drainage (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, ~~the~~ GDI, LLC, GRANTOR and the CITY OF GRETNA, GRANTEE have executed this instrument this 24th day of March, 2016.

GRANTOR

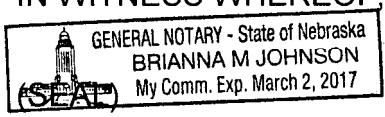
GDI, LLC, a Nebraska limited liability company,

By: [Signature]
Its: [Signature]

STATE OF Nebraska §
 § ss.
COUNTY OF Douglas §

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

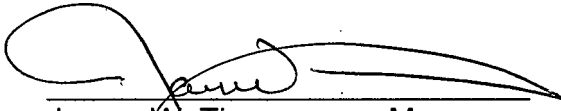


[Signature]
Notary Public

C

GRANTEE

CITY OF GRETNA, NEBRASKA



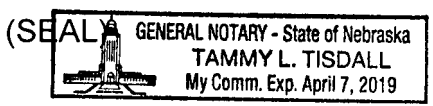
James W. Timmerman, Mayor

STATE OF Nebraska §

COUNTY OF Sarpy § ss.
§

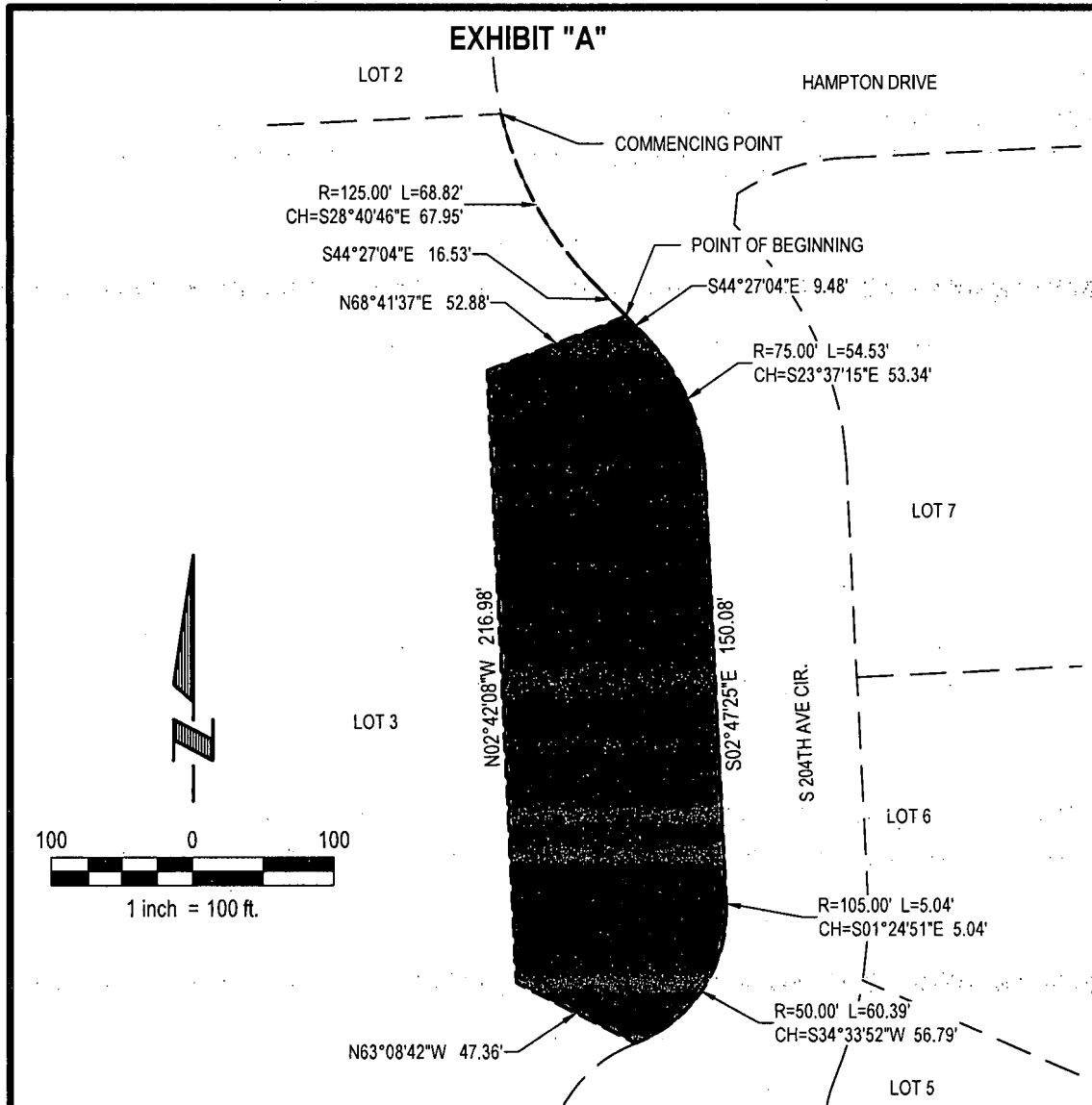
On this 24 day of March, 2016, before me personally appeared, James W. Timmerman, Mayor of and for the City of Gretna, Nebraska, known to me, or satisfactorily proved to be, the person whose name is subscribed to the above-written instrument and who acknowledged such execution to be for the purposes therein contained.

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



Tammy L. Tisdall
Notary Public

2016-06916 D



LEGAL DESCRIPTION:

A STORM SEWER AND DRAINAGE EASEMENT LOCATED IN LOT 3, 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:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, SAID ROYAL VIEW APARTMENT COMMUNITY, AND ALSO ON THE WEST RIGHT-OF-WAY LINE OF S 204TH AVENUE; THENCE ALONG THE EAST LINE OF SAID LOT 3, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF S 204TH AVENUE ON THE FOLLOWING TWO (2) COURSES; (1)THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 68.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S28°40'46"E (ASSUMED BEARING), A DISTANCE OF 67.95 FEET; (2)THENCE S44°27'04"E, A DISTANCE OF 16.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 3, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF S 204TH AVENUE ON THE FOLLOWING FIVE (5) COURSES; (1)THENCE S44°27'04"E, A DISTANCE OF 9.48 FEET; (2)THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 54.53 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S23°37'15"E, A DISTANCE OF 53.34 FEET; (3)THENCE S02°47'25"E, A DISTANCE OF 150.08 FEET; (4)THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 105.00 FEET, A DISTANCE OF 5.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S01°24'51"E, A DISTANCE OF 5.04 FEET; (5)THENCE SOUTHWEST ON A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, A DISTANCE OF 60.39 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S34°33'52"W, A DISTANCE OF 56.79 FEET; THENCE N63°08'42"W, A DISTANCE OF 47.36 FEET; THENCE N02°42'08"W, A DISTANCE OF 216.98 FEET; THENCE N68°41'37"E, A DISTANCE OF 52.88 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER AND DRAINAGE EASEMENT CONTAINS AN AREA OF 17,639 SQUARE FEET OF 0.405 ACRES, MORE OR LESS.

 E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10809 Mid Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>	E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small> <small>10809 Mid Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</small>		STORM SEWER AND DRAINAGE EASEMENT <small>SARPY COUNTY, NEBRASKA</small>
	<small>Drawn by: CJV</small> <small>Chkd by:</small>	<small>Date: 09-24-2015</small>	
<small>Job No.: P2014.104.001</small>			