

REGISTERED OF DEEDS FEE

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-18588

07/29/2011 3:39:53 PM

Clay J. Dowling

REGISTER OF DEEDS



COUNTER	<u>PP</u>	C.E.	<u>PP</u>
VERIFY	<u>PP</u>	NE	<u>PP</u>
PROOF	<u>PP</u>		
FEE \$	<u>15.50</u>		
CHECK#	<u>2296</u>		
CHG		CASH	
REFUND		CREDIT	
SHORT		NCR	

COPIES TO:

1. Property Owner
2. City
3. Engineer

**Political Subdivision
RIGHT-OF-WAY CONTRACT
Permanent Easement**

Project No. 10055
Control No. _____
Tract No. 1

THIS CONTRACT, made and entered into this 28th day of February, 2011, by and between SCHOOL DISTRICT 37
Address: Gretna, Nebraska hereinafter called the OWNER, and CITY OF GRETNA, NEBRASKA,
hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Permanent Easement, for construction purposes, to certain real estate described from the centerline of the proposed highway as follows:

SEE ATTACHED EXHIBIT "A"

said Permanent Easement, for construction purposes, will be utilized more specifically as follows: Water transmission main and related appurtenances as shown on approved plans and situated in the Lot 2, School Addition to Gretna of Section 36, Township 14, Range 10, of the 6th P.M. in Sarpy County, Nebraska.

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The BUYER agrees to purchase the above-described Permanent Easement and to pay, therefore, upon the delivery of said executed Permanent Easement if the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to the BUYER's use thereof.

Permanent Easement Donation

It is understood that the easement area may be used for the temporary relocation of utilities during the construction of the project.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the CROP DAMAGE.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the Permanent Easement, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but, should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements, or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER
By *Jolly L. McLeur*
CITY OF GRETNA, NEBRASKA
Date *April 7th*

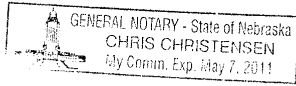
OWNER
Man J. Duff
SCHOOL DISTRICT 37 - BOARD PRESIDENT
Date *2-28-2011*

A

Dated this 7th day of April, 2011
On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____
Sally McGuire, Mayor

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
Notary Chris Christensen
My commission expires the 8th day of May, 2011
STATE OF NEBRASKA
ss. _____
SARPY County

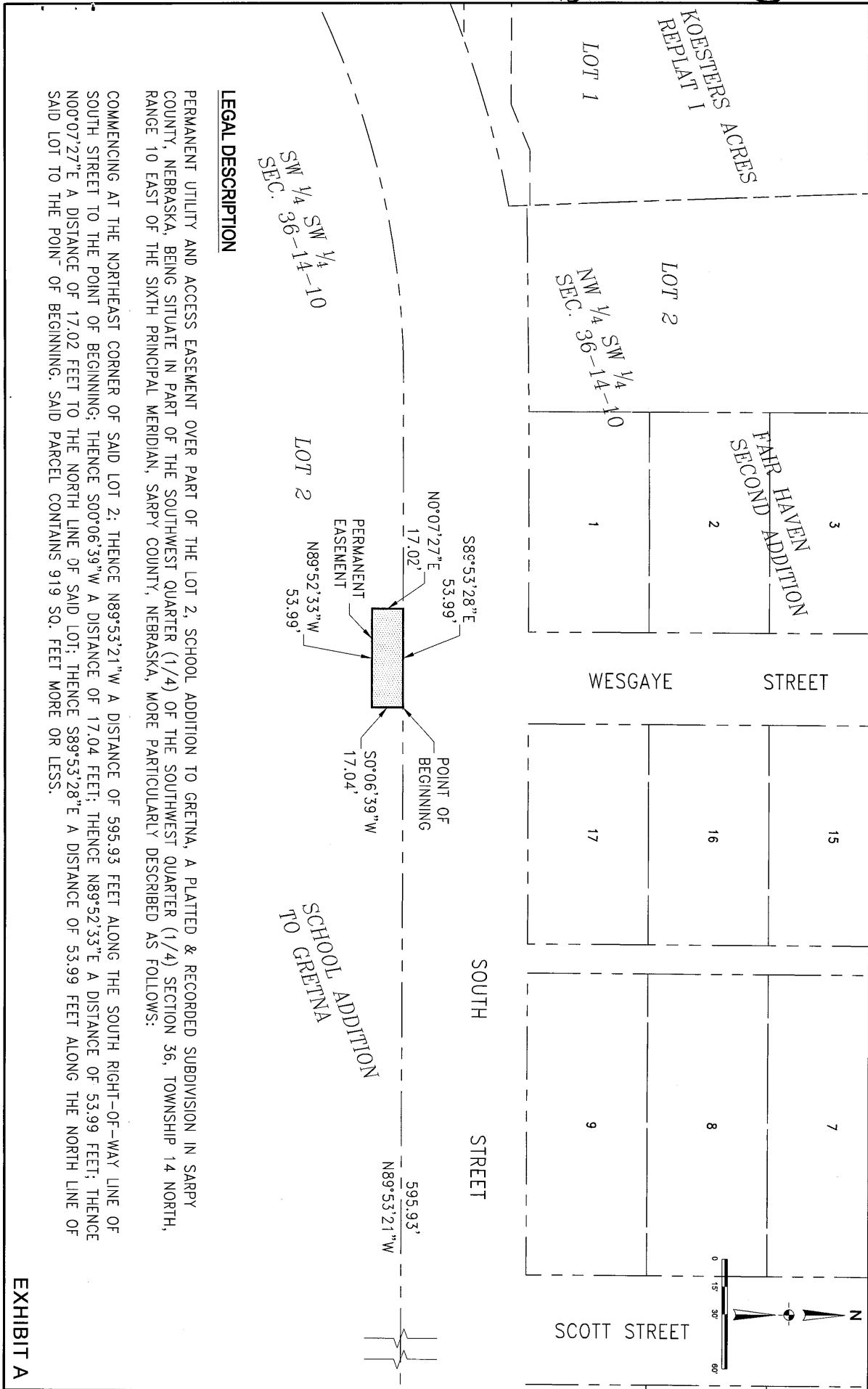


Dated this 28th day of February, 2011
On the above date, before me a General Notary Public duly commissioned and qualified, personally came _____
SCHOOL DISTRICT 37

to me known to be the identical person _____ whose name _____ affixed to the foregoing instrument as grantor _____ and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
Notary Sarah A. Roarty
My commission expires the 11 day of July, 2013
STATE OF Nebraska
ss. _____
SARPY County





LEGAL DESCRIPTION

PERMANENT UTILITY AND ACCESS EASEMENT OVER PART OF THE LOT 2, SCHOOL ADDITION TO GRETNA, A PLATTED & RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING SITUATE IN PART OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE N89°53'21"W A DISTANCE OF 595.93 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH STREET TO THE POINT OF BEGINNING; THENCE S00°06'39"W A DISTANCE OF 17.04 FEET; THENCE N89°52'33"E A DISTANCE OF 53.99 FEET; THENCE N00°07'27"E A DISTANCE OF 17.02 FEET TO THE NORTH LINE OF SAID LOT; THENCE S89°53'28"E A DISTANCE OF 53.99 FEET ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 919 SQ. FEET MORE OR LESS.

EXHIBIT A

<p>PROJECT NO. 10055</p> <p>DATE DECEMBER 2010</p>	<p>LOT 2 SCHOOL ADDITION SEC. 36, T14N, R10E PERMANENT UTILITY AND ACCESS EASEMENT</p>	<p>2010 WATER DISTRIBUTION SYSTEM IMPROVEMENTS GRETNA, NEBRASKA</p>	<p>OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA</p>
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