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REGISTER OF DEEDS

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER
2016-06917
04/01/2016 2:48:30 PM
\$Ex 23
By: counter1
REGISTER OF DEEDS
EASE

PERMANENT SANITARY SEWER 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 sanitary sewer across the property owned by OWNER, and;

OWNER is agreeable to the grant of the easement for the herein described sanitary sewer 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 easement over, across and through the said property to survey, construct, grade, shape, maintain, add to, the sanitary sewer 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, inspect, maintain, repair, patrol and regulate for the purposes of sanitary 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.

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.

A


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.

GRANTOR

By: _____
Its: _____

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

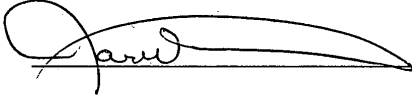
(SEAL) GENERAL NOTARY - State of Nebraska
BRIANNA M JOHNSON
My Comm. Exp. March 2, 2017


Notary Public

B

GRANTEE

CITY OF GRETNA, NEBRASKA

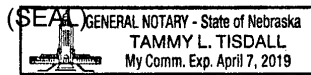


James W. Timmerman, Mayor

STATE OF Nebraska §
§ ss.
COUNTY OF Sarpy §

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.

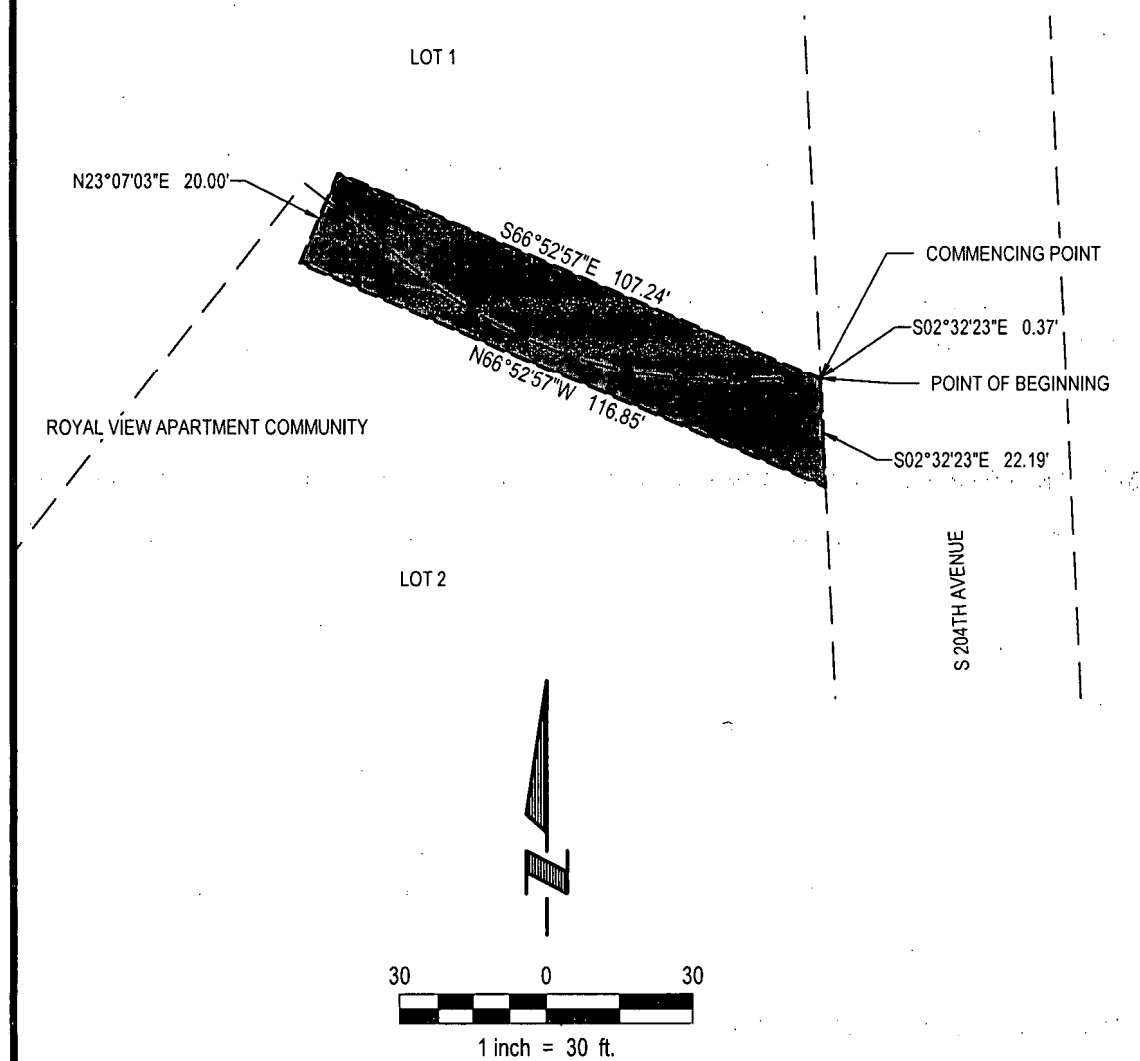


Tammy L. Tisdall
Notary Public

2016-06917

C

EXHIBIT "A"

LEGAL DESCRIPTION:

A SANITARY SEWER EASEMENT LOCATED IN LOTS 1 AND 2, 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 2, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1, ROYAL VIEW APARTMENT COMMUNITY; THENCE S02°32'23"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 2, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF S 204TH AVENUE, A DISTANCE OF 0.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S02°32'23"E ALONG SAID EAST LINE OF LOT 2, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID WEST RIGHT-OF-WAY LINE OF S 204TH AVENUE, A DISTANCE OF 22.19 FEET; THENCE N66°52'57"W, A DISTANCE OF 116.85 FEET; THENCE N23°07'03"E, A DISTANCE OF 20.00 FEET; THENCE S66°52'57"E, A DISTANCE OF 107.24 FEET TO THE POINT OF BEGINNING.

SAID SANITARY SEWER EASEMENT CONTAINS AN AREA OF 2,241 SQUARE FEET OF 0.051 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

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Drawn by: CJV Chkd by:

Date: 09-23-2015

Job No.: P2014.104.001

SANITARY SEWER EASEMENT

SARPY COUNTY, NEBRASKA