

2016-22969

09/09/2016 11 29 00 AM

Floyd J. Dowling

REGISTER OF DEEDS



COUNTER	<u>LM</u>	CE	<u>LM</u>
VERIFY	<u>LM</u>	D.E.	<u>LM</u>
PROOF	<u>an</u>		
FEES \$	<u>28.00</u>		
CHECK #	<u>4351</u>		
CHG	CASH		
REFUND	CREDIT		
SHORT	NCR		

**PERMANENT UTILITY AND
ACCESS EASEMENT**

This Easement is granted this 8th day of August, 2016, by SARPY COUNTY SCHOOL DISTRICT NO 37 (hereinafter referred to as "OWNER"), to the CITY OF GRETNA, NEBRASKA (hereinafter referred to as "CITY")

WHEREAS,

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

OWNER is agreeable to the grant of the easement for the herein described water system improvements

IT IS, THEREFORE, AGREED

1 For valuable consideration, the receipt and sufficiency 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, its successors and assigns forever, hereinafter called the "CITY," a permanent water main easement over, across and through the property described on Exhibit 'A' attached hereto and made a part hereof by this reference, ("Easement Property") to survey, construct, grade, shape, maintain, add to, the water system and any and all appurtenances over, upon, above, along, under, in/across the Easement Property

2 The CITY shall have the right of ingress and egress across the Easement 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 Easement Property, at reasonable times and with reasonable advanced notice to OWNER, 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 access/or 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 lawn areas caused by entering the premises or caused by excavating and repairing the improvements

AM
(7)

After Recording Return to
Jeff C Miller
Young & White Law Office
8742 Frederick Street
Omaha NE 68124
(402) 393-5600

5 The CITY shall, at its cost and expense, construct, maintain, repair and/or replace, if necessary, the pipes, lines, apparatus, equipment, and appurtenances located within the easement area in accordance with all applicable regulatory requirements. In performing any maintenance or repair of said pipe, lines apparatus, equipment, and appurtenances, or any part thereof, the CITY agrees to defend, indemnify and save the OWNER harmless from and against any and all liabilities, costs and damages (including, without limitation, reasonable attorneys' fees) arising out of, or in connection with the construction, maintenance and/or repair of the pipes, lines, apparatus, equipment, and appurtenances. The CITY further agrees any damage to the property of OWNER caused by CITY in constructing, maintaining, repairing or replacing, if necessary, said pipes, lines or otherwise exercising its rights granted herein, shall be maintained, repaired or replaced, if necessary, by CITY at CITY's sole cost and expense.

6 The CITY shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed and CITY shall restore the easement area, to the extent practical, to its condition existing prior to any work by CITY, including, without limitation, leveling the surface and reseeded the grass or repaving the easement area.

7 The OWNER shall have the right to require that the CITY relocate the pipes, lines apparatus, equipment, and appurtenances to an alternate location on the property, which location shall be acceptable to the CITY, in the CITY's reasonable judgment, provided that the OWNER shall pay for all costs incident to such relocation in advance thereof, and service to the CITY of the CITY's customers is not unreasonably interrupted, nor diminished in quality or capacity. The CITY shall commence the performance of such relocation within a reasonable period of time subsequent to an agreement of the parties regarding the relocation. Such "reasonable period" shall take into consideration factors such as weather conditions, manpower and emergency situations. In the event of relocation the parties agree to execute all documents necessary to evidence the CITY's relocated easement rights.

8 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.

9 OWNER and CITY acknowledge that this easement area is within an existing Black Hills Energy (BHE) gas main easement area, and that the CITY is required to obtain an encroachment agreement from BHE for the water distribution main.

10 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, except for the encumbrance described in Paragraph 9 herein, the 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.

11 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, SARPY COUNTY SCHOOL DISTRICT NO 37, GRANTOR and the CITY OF GRETNA, NEBRASKA, GRANTEE have executed this instrument this 8th day of August, 2016

GRANTOR


SARPY COUNTY SCHOOL DISTRICT NO 37

By [Signature]
Title President

STATE OF NEBRASKA §
§ ss
COUNTY OF SARPY §

On this 8th day of August, 2016, before me personally appeared David Bulysin, represented as President for Gretna School Board 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

(SEAL)  [Signature]
Notary Public

GRANTEE

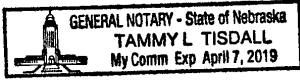
CITY OF GRETNA, NEBRASKA

[Signature]
James W Timmerman, Mayor

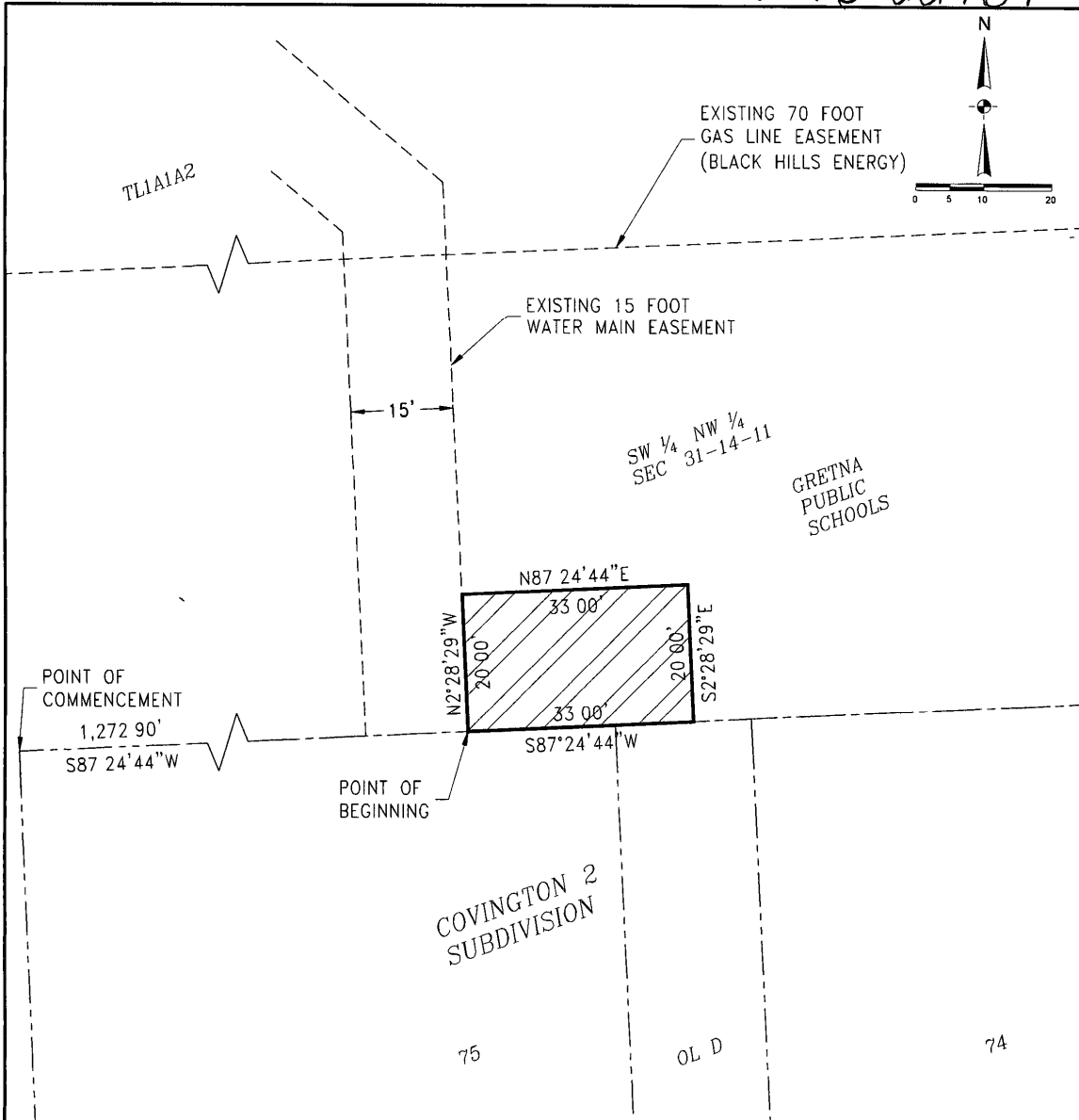
STATE OF NEBRASKA §
§ ss
COUNTY OF SARPY §

On this 11th day of August, 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

2016-22969 C



LEGEND



PERMANENT WATER MAIN EASEMENT

LEGAL DESCRIPTION

PERMANENT WATER MAIN EASEMENT OVER PART OF THE SOUTHWEST 1/4, NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GRETNA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SW1/4 CORNER OF THE NW 1/4 OF SAID SECTION 31, THENCE N87°24'44\"E A DISTANCE OF 1272.90 FEET ALONG THE SOUTH LINE OF THE NW 1/4 TO THE POINT OF BEGINNING, THENCE N02°28'29\"W A DISTANCE OF 20.00 FEET, THENCE N87°24'44\"E A DISTANCE OF 33.00 FEET, THENCE S02°28'29\"E A DISTANCE OF 20.00 FEET, THENCE S87°24'44\"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 660 SQUARE FEET, MORE OR LESS

EXHIBIT A

<p>PROJECT NO 15088</p> <p>DATE MARCH 28 2016</p>	<p>PERMANENT UTILITY EASEMENT</p>	<p>WATER MAIN IMPROVEMENTS PHASE II SID NO 303 OF SARPY COUNTY NE (COVINGTON 2) GRETNA NEBRASKA</p>	<p>OLMSTED & PERRY CONSULTING ENGINEERS INC</p> <p>10730 PACIFIC STREET SUITE 232 OMAHA NEBRASKA</p>
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