

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2017-10629

05/12/2017 2:37:19 PM

*Clay J. Dowling*

REGISTER OF DEEDS



COUNTER	<i>ah</i>	C.E.	<i>ah</i>
VERIFY	<i>ah</i>	D.E.	<i>ah</i>
PROOF			
FEES \$	<i>22.00</i>		
CHECK #			
CHG	<i>06</i>	CASH	
REFUND		CREDIT	
SHORT		NCR	

**PERMANENT SANITARY  
SEWER EASEMENT**

This Agreement is made this 10<sup>th</sup> day of April, 2017, between SCHOOL DISTRICT 37, (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

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.

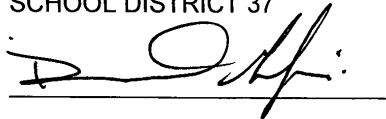
6. OWNER covenants with the CITY that it is lawfully seized and possessed of the real estate above described, that OWNER has good and lawful right to convey it, or any part thereof, and that the property is free from all encumbrances and OWNER will warrant and defend the title thereto against the lawful 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.

IN WITNESS WHEREOF, the SCHOOL DISTRICT 37, GRANTOR and the CITY OF GRETNA, NEBRASKA, GRANTEE have executed this instrument this 10<sup>th</sup> day of April, 2017.

GRANTOR

SCHOOL DISTRICT 37



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\_\_\_\_\_

STATE OF NEBRASKA §  
§ ss.  
COUNTY OF §

On this 10 day of April, 2017, before me personally appeared David C. Timmerman, SCHOOL DISTRICT 37, 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.

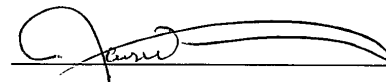
IN WITNESS WHEREOF, I set my hand and official seal.

(SEAL) 

  
Notary Public

GRANTEE

CITY OF GRETNA, NEBRASKA

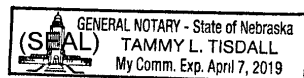


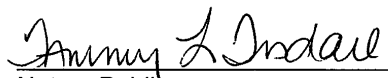
James Timmerman, Mayor

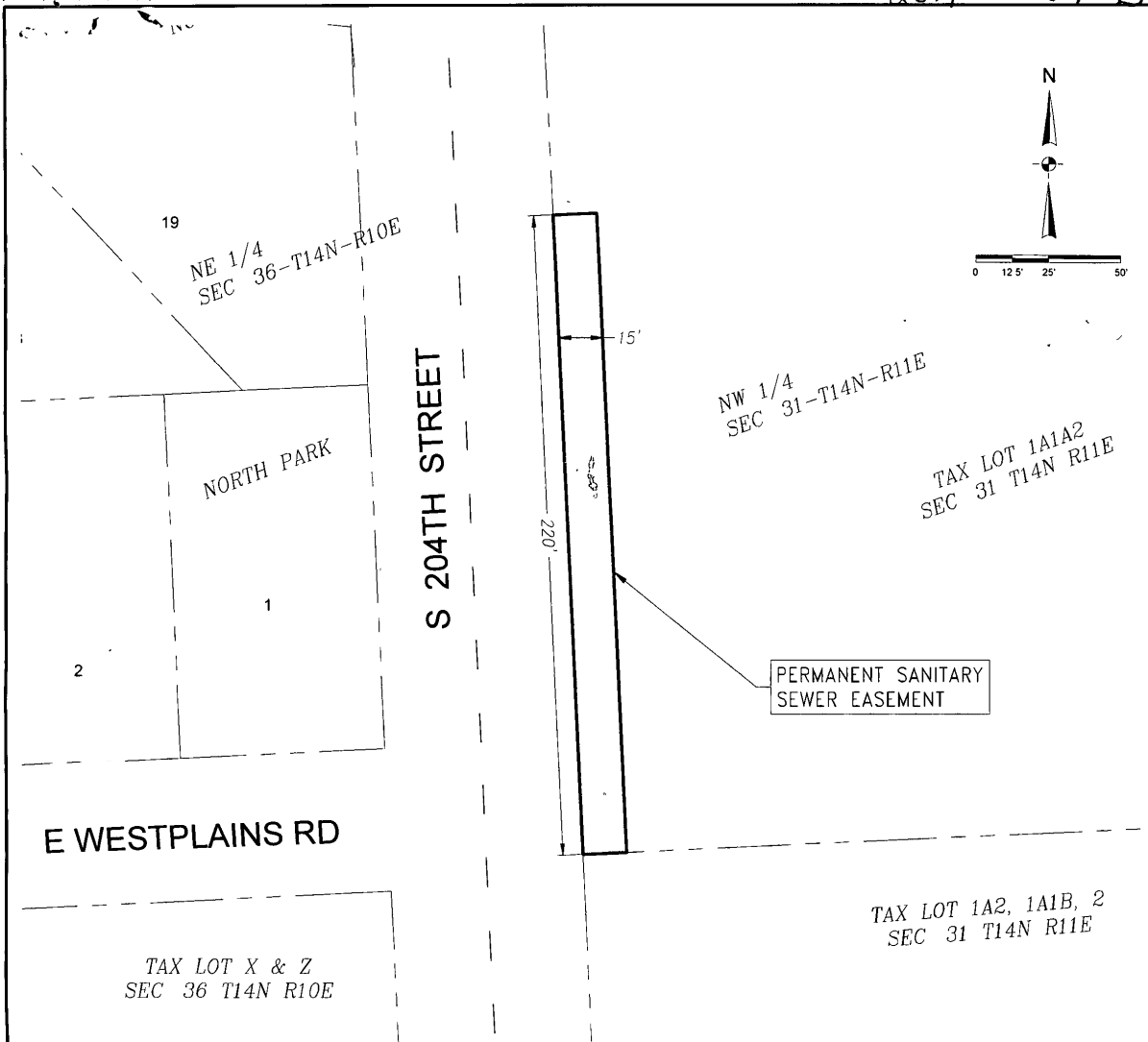
STATE OF NEBRASKA §  
§ ss.  
COUNTY OF SARPY §

On this 9<sup>th</sup> day of May, 2017, before me personally appeared James 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) 

  
Notary Public



PERMANENT SANITARY SEWER EASEMENT

**LEGEND**

 PROPOSED EASEMENT

**LEGAL DESCRIPTION**

PERMANENT SEWER EASEMENT OVER TAX LOT 1A1A2 BEING SITUATE IN THE NW ¼ SECTION 31 T14N R11E, SIXTH PRINCIPAL MERIDIAN, CITY OF GRETNA, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WEST 15.00 FEET OF THE SOUTH 220.00 FEET OF SAID TAX LOT 1A1A2. SAID PARCEL CONTAINS 2,200.00 SQUARE FEET, MORE OR LESS.

**EXHIBIT A**

PROJECT NO 16033  DATE OCTOBER 2016	PERMANENT SEWER EASEMENT TAX LOT 1A1A2 SEC 31, T14N, R11E	BUFFALO CREEK BASIN SANITARY SEWER FORCE MAIN  GRETNA, NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC  10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA
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