

COUNTER ab C.E. ab
 VERIFY ana D.E. S
 PROOF CM
 FEES \$ 13.50
 CHECK # 19870
 CHG _____ CASH _____
 DEPOSIT _____ PROFIT _____
 SHORT _____ NCR _____

FILED SARY CO. NE
 INSTRUMENT NUMBER
2009 - 29599
 2009 SEP -9 A 10:13 8
Slow J. Dawkins
 REGISTER OF DEEDS

- COPIES TO:
 1. City
 2. Property Owner
 3. Engineer

Political Subdivision
RIGHT-OF-WAY CONTRACT
 Permanent Easement

Project No. 28106
 Control No. _____
 Tract No. 1

THIS CONTRACT, made and entered into this _____ day of June 2, 2009, by and between School District 37 Address: Gretna, Nebraska 68028 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 Tax Lot 6B2B, Tax Lots Gretna of Section 36, Township 14N, Range 10E, 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 City of Gretna, Nebraska
 By *Sally R. M. Lewis*
 Date 7-24-09

OWNER
 By *Alan L. Dufe*
 School District 37

A

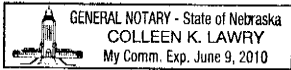
Dated this 24th day of July, 2009
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Sally L. McGuire
Mayor

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 [Signature]

My commission expires the 9 day of June, 2010
STATE OF NEBRASKA

ss. _____
SARPY County



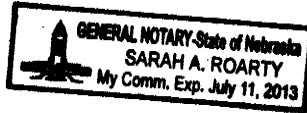
Dated this 13th day of July, 2009
On the above date, before me a General Notary Public duly commissioned and qualified, personally came Alan Dietze
School District 37

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.

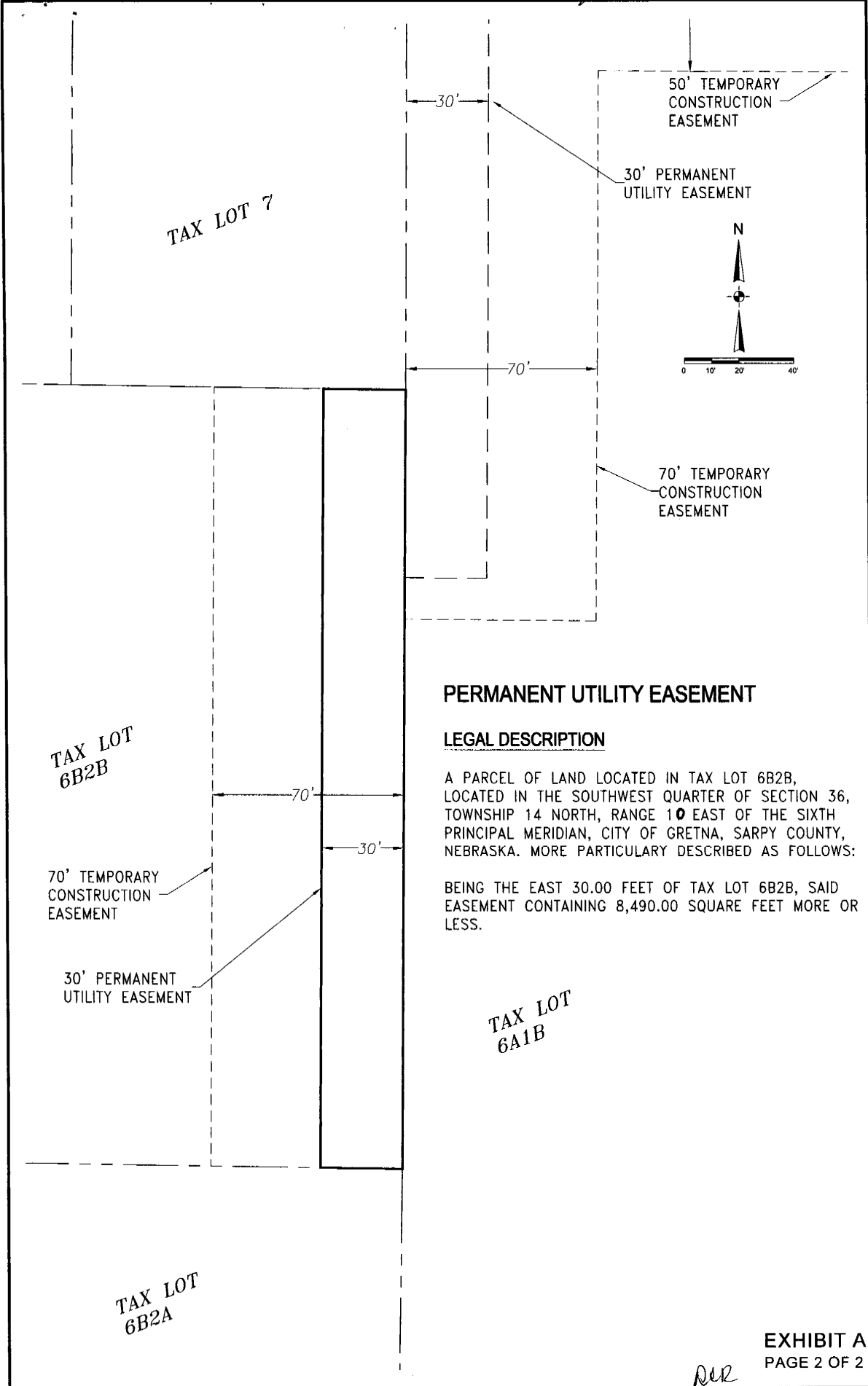
WITNESS my hand and Notarial Seal the day and year above written.
Notary [Signature]

My commission expires the 11 day of July, 2013
STATE OF Nebraska

ss. _____
Sarpy County



2009-29599 B



PERMANENT UTILITY EASEMENT

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN TAX LOT 6B2B, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GRETNA, SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE EAST 30.00 FEET OF TAX LOT 6B2B, SAID EASEMENT CONTAINING 8,490.00 SQUARE FEET MORE OR LESS.

EXHIBIT A
PAGE 2 OF 2

DLR

PROJECT NO. 28106 DATE MAY 2009	TAX LOT 6B2B PERMANENT EASEMENT	2009 WATER DISTRIBUTION SYSTEM IMPROVEMENTS GRETNA, NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA 68144
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