

2018-01206

01/16/2018 9:54 37 AM

Clay J. Dowling

REGISTER OF DEEDS

COUNTER ah c.f. ah
 VERIFY ah d.e. ah
 PROOF P
 FEES \$ 28.00
 CHECK # _____
 CHG AS CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____



PERMANENT STORM SEWER EASEMENT

This indenture made this 11th day of December 2017, by and between Sarpy County School District #37 a/k/a Gretna Public Schools, (the "Grantor"), and Sanitary & Improvement District No. 331, Sarpy County, Nebraska its successors and assigns (the "Grantee").

WITNESSETH:

That Grantor in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to Grantee the following:

A perpetual non-exclusive Easement for the installation, replacement, operation, repair and maintenance of a storm sewer (the "Easement") under, above and across portions of the South Half of the Northeast Quarter of Section 29, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, more particularly described as follows:

A twenty foot (20.00) wide permanent storm sewer easement over that part of the South Half of the Northeast Quarter of Section 29, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska:

Commencing at the northwest corner of the South 1/2 of the Northeast Quarter of Section 29, Township 14 North, Range 11 East of the 6th P.M., in Sarpy County, Nebraska, thence South 02°47'23" East (bearings referenced to Nebraska State Plane NAD83) for 32.51 feet along the West line of the South half of the Northeast Quarter of said Section 29 and the East right of way of S 186th Street; thence along a curve to the left (having a radius of 460.28 feet and a long chord bearing South 09°36'10" East for 109.49 feet) for an arc length of 109.75 feet along said East right of way line of S 186th Street; thence along a curve to the right (having a radius of 738.50 feet and a long chord bearing South 13°12'35" East for 82.60 feet) for an arc length of 82.64 feet along said East right of way line of S 186th Street to the true point of beginning; thence North 84°33'03" East for 63.35 feet; thence South 05°26'57" East for 20.00 feet; thence South 84°33'03" West for 62.03 feet to said East right of way line of S. 186th Street; thence along a curve to the left (having a radius of 738.50 feet and a long chord bearing North 09°13'35" West for 20.04 feet) for an arc length of 20.04 feet along said East right of way line of S 186th Street to the point of beginning

Record & Return to: Adams & Sullivan, P.C., L.L.O., 1246 Golden Gate Drive, Suite 1, Papillion, NE 68046

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(the "Property")

To have and to hold said Easement unto said Grantee, its heirs, successors, and assigns, in perpetuity. This Easement shall run with the land and shall be binding upon Grantor's and Grantee's heirs, successors and assigns. Said Easement is depicted on the survey attached hereto as Exhibit "1". If any terms and provisions contained within the Easement differ from the attachment, the Easement shall prevail and supersede the attachment.

Grantee shall restore the Property, as near as possible, to the condition as existing on the date it commences its construction activities on the Property, except for grading and other changes authorized herein.


Grantor shall, at its cost and expense, construct, maintain, repair and/or replace, if necessary, the storm sewer, including all pipes, lines, apparatus, equipment, and appurtenances located within the Property, in accordance with all applicable regulatory requirements. In performing any maintenance or repair of said storm sewer, or any part thereof, Grantor agrees to defend, indemnify and save Grantee 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 storm sewer. Grantor further agrees any damage to the Property of Grantee caused by Grantor in constructing, maintaining, repairing or replacing, if necessary, said storm sewer or otherwise exercising its rights granted herein, shall be maintained, repaired or replaced, if necessary, by Grantor at Grantor's sole cost and expense. Grantee shall repair, replace and maintain the storm sewer in good working order and condition and shall keep it in good repair so that no unreasonable damage will result therefrom to Grantor.

That Grantor covenants and agrees that they are the owners in fee of the above described Property; that they have legal right and lawful authority to convey the same; that said Property is free of liens and encumbrances; and that they will warrant and defend the title thereto against the claims and demands of all persons whomsoever.

This Easement shall be effective upon acceptance by Grantee.

IN WITNESS WHEREOF, the parties have caused this Easement to be signed on the day and year first above written.

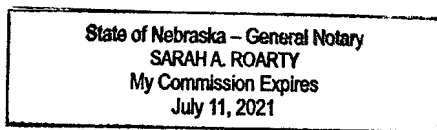
Sarpy County School District #37
a/k/a Gretna Public Schools, Grantor

By: 
Name: David Gulizia
Title: President, Board of Education

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 11th day of December 2017, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came David Gulizia, President of the Board of Education for Sarpy County School District #37 a/k/a Gretna Public Schools, to me personally known to be the identical person whose name is affixed to the foregoing instrument and who acknowledged the same to be his/her voluntary act and deed on behalf of the District.

Witness my hand notarial seal on this 11th day of December 2017.



Sarah A. Roarty

Notary Public

ACCEPTANCE

The Grantee herein accepts the conveyance herein and agrees to abide by the terms herein.

Sanitary and Improvement District No. 331,
Sarpy Co., Nebraska, Grantee

By: *Gerald L. Torczon*

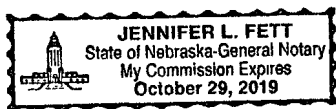
Gerald L. Torczon, Its Chairperson

By: *Doris Nicholson*

Doris Nicholson, Its Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The forgoing instrument was acknowledged before me on December 14 2017, by Gerald L. Torczon, as Chairperson, and Doris Nicholson, as Clerk of Sanitary Improvement District No. 331, Sarpy County, Nebraska, on behalf of said entity.



Jennifer L. Fett

Notary Public

Exhibit "1"

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A PERMANENT 20-FOOT WIDE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF STORM SEWER OVER THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA,

THENCE SOUTH 02°47'23" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83) FOR 32.51 FEET ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29 AND THE EAST RIGHT OF WAY LINE OF S 186TH STREET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 460.28 FEET AND A LONG CHORD BEARING SOUTH 09°36'10" EAST FOR 109.49 FEET) FOR AN ARC LENGTH OF 109.75 FEET ALONG SAID EAST RIGHT OF WAY LINE OF S 186TH STREET;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 738.50 FEET AND A LONG CHORD BEARING SOUTH 13°12'35" EAST FOR 82.60 FEET) FOR AN ARC LENGTH OF 82.64 FEET ALONG SAID EAST RIGHT OF WAY LINE OF S 186TH STREET TO THE TRUE POINT OF BEGINNING;

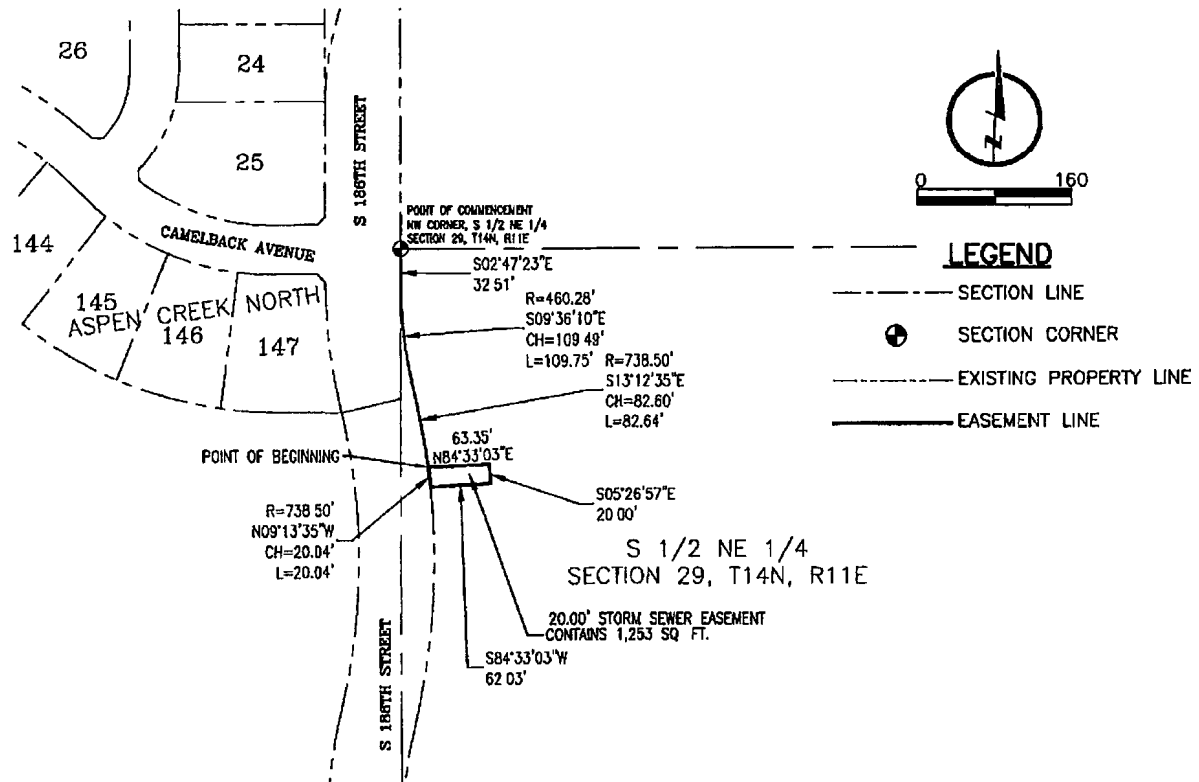
THENCE NORTH 84°33'03" EAST FOR 63.35 FEET;

THENCE SOUTH 05°26'57" EAST FOR 20.00 FEET;

THENCE SOUTH 84°33'03" WEST FOR 62.03 FEET TO SAID EAST RIGHT OF WAY LINE OF S 186TH STREET;;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 738.50 FEET AND A LONG CHORD BEARING NORTH 09°13'35" WEST FOR 20.04 FEET) FOR AN ARC LENGTH OF 20.04 FEET ALONG SAID EAST RIGHT OF WAY LINE OF S 186TH STREET TO THE POINT OF BEGINNING;

CONTAINS 1,253 SQUARE FEET.



LAMP RYNEARSON & ASSOCIATES 14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

DRAWN BY EAM	DESIGNED BY	REVIEWED BY WEK	PROJECT - TASK NUMBER 0115019.01-002	DATE 9-5-17	BOOK AND PAGE	REVISIONS
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