


REGISTER OF DEEDS USE	
FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER	
2018-06499	
03/29/2018 11:41:42 AM	
<i>Wayne J. Dowling</i>	
REGISTER OF DEEDS	
	

COUNTER	<u>P</u>	C.E.	<u>P</u>
VERIFY	<u>P</u>	DE	<u>P</u>
PROOF	<u>W</u>		
FEES \$	<u>22 00</u>		
CHECK#			
CHG	<u>PAY</u>	CASH	
REFUND		CREDIT	
SHORT		NCR	

**PERMANENT SANITARY
SEWER EASEMENT**

This Agreement is made this 12th day of February, 2018, between, SARPY COUNTY 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 Exhibits 'A' and 'B' 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.

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, SARPY COUNTY SCHOOL DISTRICT, GRANTOR and the CITY OF GRETNA, GRANTEE have executed this instrument this 12th day of February, 2018.

GRANTOR

By SARPY COUNTY SCHOOL DISTRICT 37

[Signature]
Name
President
Title

STATE OF NEBRASKA §
§ ss.
COUNTY OF SARPY §

On this 12 day of February, 2018, before me personally appeared David Gwizda, 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.

State of Nebraska - General Notary
SARAH A. ROARTY
My Commission Expires
July 11, 2021

[Signature]
Notary Public

GRANTEE

CITY OF GRETNA, NEBRASKA

[Signature]

James W Timmerman, Mayor

STATE OF NEBRASKA §
§ ss.
COUNTY OF SARPY §

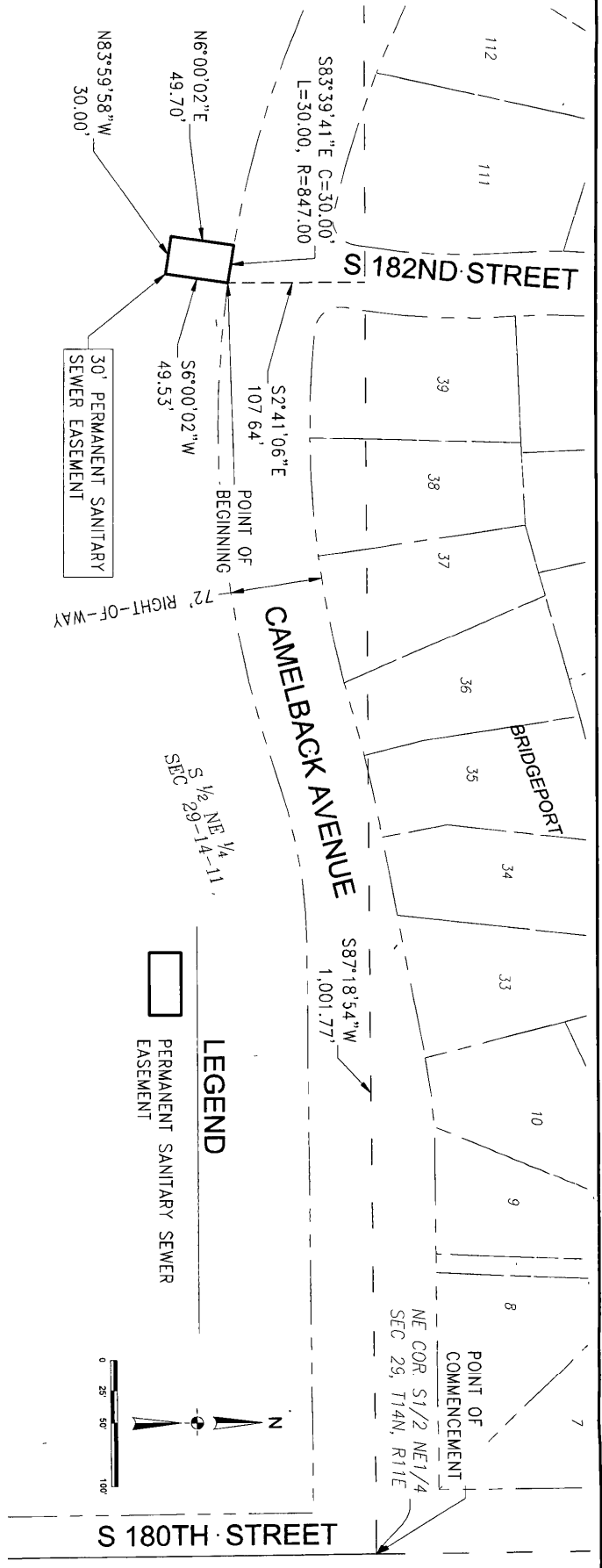
On this 6th day of March, 2018, before me personally appeared James W Timmerman, Mayor of and for the City of Gretna, Nebraska, known to me, or satisfactorily proved to be, the person whose name is subscribed to the above-written instrument and who acknowledged such execution to be for the purposes therein contained.

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

(SEAL)

GENERAL NOTARY - State of Nebraska
TAMMY L. TISDALL
My Comm. Exp April 7, 2019

[Signature]
Notary Public



LEGAL DESCRIPTION

PERMANENT SANITARY SEWER EASEMENT OVER PART OF THE SOUTH HALF OF THE NORTHEAST 1/4 (S1/2 NE1/4), AND TAXLOT 2 IN THE WEST HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4) BEING SITUATE IN SECTION 29, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF S1/2 NE1/4 SAID SECTION 29; THENCE S87°18'54"W 1,001.77 FEET ALONG THE NORTH LINE OF SAID S1/2 NE 1/4 SECTION 29; THENCE S2°41'06" 107.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CAMELBACK AVENUE TO THE POINT OF BEGINNING;

THENCE A BEARING OF S6°00'02"W, A DISTANCE OF 49.53 FEET;

THENCE A BEARING OF N83°59'58"W, A DISTANCE OF 30.00 FEET;

THENCE A BEARING OF N6°00'02"E, A DISTANCE OF 49.70 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 847.00 FEET, A CHORD BEARING OF S83°39'41"E, AND A CHORD DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 1,486.20 SQUARE FEET, MORE OR LESS.

LEGEND

PERMANENT SANITARY SEWER EASEMENT

EXHIBIT A

PROJECT NO 17052 DATE NOVEMBER 13, 2017	PERMANENT SANITARY SEWER EASEMENT S1/2 NE1/4, & TAXLOT 2 W1/2 SE 1/4 SEC 29, T14N, R11E	TIBURON PHASE 2A INTERCEPTOR SEWER GRETNA, NEBRASKA	OLMSTED & PERRY CONSULTING ENGINEERS INC 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA
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