


REGISTER OF DEEDS USE	
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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER
2018-26578
11/08/2018 12:52:18 PM
Clay J. Douding
REGISTER OF DEEDS



**PERMANENT SANITARY
SEWER EASEMENT**

This Easement Agreement is made this 8th day of October, 2018, between GRETNA HILLS FARM INC.; (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, hereby grants and conveys to the CITY, its successors and assigns forever, a permanent sanitary sewer easement (the "Easement") over, across and through certain property owned by Owner as legally described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Easement Area"), to survey, construct, grade, shape, maintain, add to, the sanitary sewer and any and all appurtenances over, upon, above, along, under, in/across the Easement Area.

2. This Easement shall include the perpetual right of access to, and the entering upon, the Easement Area, at any time that the CITY may see fit and at the CITY's sole cost and expense, in order 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 within the Easement Area for the location of said improvements and the right to remove trees, bushes, undergrowth and other obstructions and control vegetation interfering with the location, construction and maintenance of said improvements; provided, however, that the CITY will remove only such trees, bushes, undergrowth and vegetation within the Easement Area as strictly necessary in the furtherance of the purposes of this Easement.

3. The CITY shall, within twenty (20) days thereafter and at the sole cost and expense of the CITY, properly refill any excavations made on OWNER's property and in the Easement Area after the purpose of said improvements has been fulfilled and shall leave the Easement Area in the same general condition as it was in before the

4. The CITY shall, at its sole cost and expense, construct, maintain, repair and/or replace, if necessary, the improvements located within the Easement Area in accordance with all applicable regulatory requirements. In connection therewith, 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, repair and/or replacement of said improvements.

PERMANENT EASEMENT (#17052)

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Jeff C. Miller
YOUNG & WHITE LAW OFFICE
8742 Frederick Street
Omaha, NE 68124; 402-393-5600

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5. OWNER agrees that it will not place any permanent structures upon or over the Easement Area which may impair said improvements without first obtaining the written consent of the CITY, which shall not be unreasonably withheld.

6. OWNER does hereby covenant and agree with the CITY and its successors and assigns that at the time of the execution and delivery of this Easement, OWNER is lawfully seized of the Easement Area; that OWNER has good right and lawful authority to the Easement Area; and OWNER further hereby covenants to warrant and defend the grant of the Easement against the lawful claims of all persons claiming the same or any part thereof through, by, or under OWNER. The CITY acknowledges and agrees that, except as expressly provided herein, OWNER makes no representations or warranties relating to the Easement Area or the condition thereof, or the suitability of the Easement Area for the CITY's purposes set forth herein, and that, except as otherwise expressly set forth herein, CITY accepts the Easement and the Easement Area "as is" and subject to all easements, covenants, conditions, restrictions and encumbrances of record.

7. The CITY agrees to keep the Easement Area and any property owned by OWNER adjacent to the Easement Area free and clear of liens for labor and materials expended in the Easement Area by or on behalf of the CITY in connection with the exercise of its rights granted hereunder.

8. The CITY hereby agrees to defend, indemnify and hold harmless OWNER and its tenants, subtenants, licensees, successors and assigns from and against any and all claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever, to the extent such arise out of, are caused or alleged to have been caused by any breach by the CITY of its obligations hereunder or by any action or inaction of the CITY or its employees, agents or contractors in connection with or related to, directly or indirectly, the exercise by the CITY of its rights pursuant to this Easement.

9. Except as otherwise contemplated and intended for the use of the sanitary system improvements to be constructed by the CITY in the Easement Area, nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of OWNER and the CITY that the Easement shall be strictly limited to and for the purposes expressed herein. OWNER and the CITY agree and acknowledge that, except as expressly contemplated herein, there are no intended third party beneficiaries of this Easement or of any of the rights and privileges conferred herein

10. 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.

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IN WITNESS WHEREOF, GRETNA HILLS FARM INC., OWNER, and the CITY OF GRETNA, CITY, have executed this instrument this 8th day of October, 2018.

OWNER

By: GRETNA HILLS FARM INC

Neal E. Barkley
Name:

Neal E. Barkley, V.P. Gretna Hills Farm Inc
Title:

STATE OF NEBRASKA §
 § SS.
COUNTY OF SARPY §

On this 8th day of October, 2018, before me personally appeared Neal Barkley, as Vice President, of Gretna Hills Farms Inc., 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)

Anne A. Logan
Notary Public



PERMANENT EASEMENT (#17052)

Return To:

Return to:
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YOUNG & WHITE LAW OFFICE
8742 Frederick Street
Omaha, NE 68124; 402-393-5600

C.
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C

CITY

CITY OF GRETNA, NEBRASKA



James W. Timmerman, Mayor

STATE OF NEBRASKA

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§ SS.

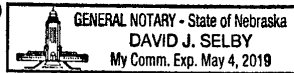
COUNTY OF SARPY

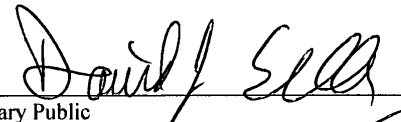
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On this 16th day of October, 2018, before me personally appeared JAMES W. TIMMERMAN, Mayor of and for the City of Gretna, Nebraska, known to me, or satisfactorily proved to be, the persons whose names are subscribed to the above-written instrument 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

2018-26578

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