

FILED SARPY CO. NE.

INSTRUMENT NUMBER
98-029486

98 OCT 19 PM 3: 58

Glenn J. Landring
REGISTER OF DEEDS

98-29486

Counter STEVEN
Verify DJ
D.E. W
Proof 2550
Fee \$ 2050
Chk Cash Chg 5.00 MOA
Project No. _____
Tract No. _____
Address: N/A

PERMANENT SEWER AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WALTER J. SCHEEF, SANDRA K. O'NEIL, JANET R. PIKE, SALLY A. HILEMAN, herein collectively referred to as GRANTOR, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY AND IMPROVEMENT DISTRICT NO. 169 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and the CITY OF GRETNA, NEBRASKA, a municipal corporation, and to its successors and assigns, hereinafter collectively referred to as CITY, an easement for the right to construct, maintain and operate storm sewers and drainage and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing said sewer at the will of the CITY. The GRANTOR may, following construction of said sewer, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, its successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors and assigns.
2. That CITY may construct, maintain, operate, repair, or replace additional sewer systems or drainageways within the permanent easement area described above.
3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.

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4. That the CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction work.

5. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, and that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns, shall warrant and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.


6. That said easement is granted upon the condition that the CITY may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, trees within the easement area as necessary for construction.

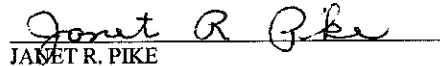
7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR in executing and delivering this instrument, has not relied upon promises, inducements or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set its hand this 17 day of October, 1998.


WALTER J. SCHEEF


SANDRA K. O'NEIL


JANET R. PIKE


SALLY A. FILEMAN

98-29486B

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Walter J. Scheef, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Gretna in said County the day and year last above written.

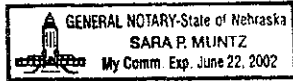


Bruce Paitz
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 16th day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Sandra K. O'Neil, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal at Gretna in said County the day and year last above written.



Sara P. Muntz
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Janet R. Pike, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal at Gretna in said County the day and year last above written.



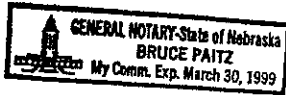
Bruce Paitz
Notary Public

98-29486C

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 17 day of October, 1998, before me, the undersigned, Notary Public in and for said County, personally came Sally A. Hileman, to me personally known to be, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and Notarial Seal at Gretna in said County the day and year last above written.



Bruce Paitz
Notary Public

Exhibit "A"

98-29486D

A TRACT OF LAND BEING A PORTION OF TAX LOT 2, IN THE NE ¼, SECTION 2, T.13N., R.10E. OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 29A OF PLUM CREEK REPLAT 2, A PLATTED AND RECORDED SUBDIVISION IN SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, HAVING A RADIUS OF 5804.65 FEET AND A CHORD BEARING S37°05'56"W, 186.89 FEET, AN ARC DISTANCE OF 186.90 FEET; THENCE N51°58'43"W, 150.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 5654.65 FEET AND A CHORD BEARING S38°09'14"W, 26.14 FEET, AN ARC DISTANCE OF 26.14 FEET; THENCE N51°42'50"W, 29.62 FEET; THENCE N37°58'42"E, 26.00 FEET; THENCE S51°58'43"E, 29.70 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 0.02 ACRE (774 SQUARE FEET), MORE OR LESS.