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VERIFY	PR	D.E.	ah
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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

NEBRASKA DOCUMENTARY  
STAMP TAX

2016-06914

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04/01/2016 2:48:27 PM

Lloyd J. Rouding

By: counter1

REGISTER OF DEEDS



EASE

## PERMANENT STORM SEWER EASEMENT

This Easement is made this 24<sup>th</sup> day of March, 2016, between GDI, LLC, a Nebraska limited liability company (hereinafter referred to as "OWNER"), and the CITY OF GRETNA, NEBRASKA, (hereinafter referred to as "CITY").

WHEREAS,

The CITY is desirous of improving its storm sewer system across the property owned by OWNER, and

OWNER is agreeable to the grant of the easement for the herein described storm sewer system 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 water main easement over, across and through the said property to survey, construct, grade, shape, maintain, add to, the storm sewer system and any and all appurtenances over, upon, above, along, under, in/across said property. The property described on Exhibit 'A' 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 storm sewer discharge (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.

PERMANENT EASEMENT (# \_\_\_\_\_)

RETURN TO:  
FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482  
ATTN: L. Jobeun

PRE

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A

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.

*{Remainder of page intentionally left blank; signatures on following pages}*

B

IN WITNESS WHEREOF, the GDI, LLC, GRANTOR and the CITY OF GRETNA, GRANTEE have executed this instrument this 31<sup>st</sup> day of March, 2016.

GRANTOR

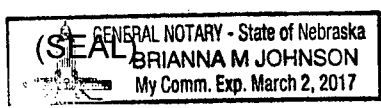
GDI, LLC, a Nebraska limited liability company,

By: [Signature]  
Its: Member

STATE OF Nebraska §  
COUNTY OF Douglas § ss.  
§

On this 31<sup>st</sup> day of March, 2016, before me personally appeared Jesse Calabrette, 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.

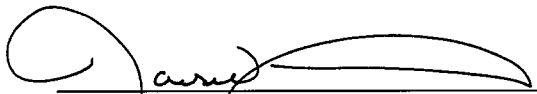


[Signature]  
Notary Public

C

GRANTEE

CITY OF GRETNA, NEBRASKA



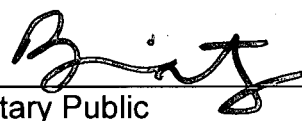
James W. Timmerman, Mayor

STATE OF Nebraska §  
COUNTY OF Sarpy § ss.  
§

On this 30<sup>th</sup> day of March, 2016, 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.

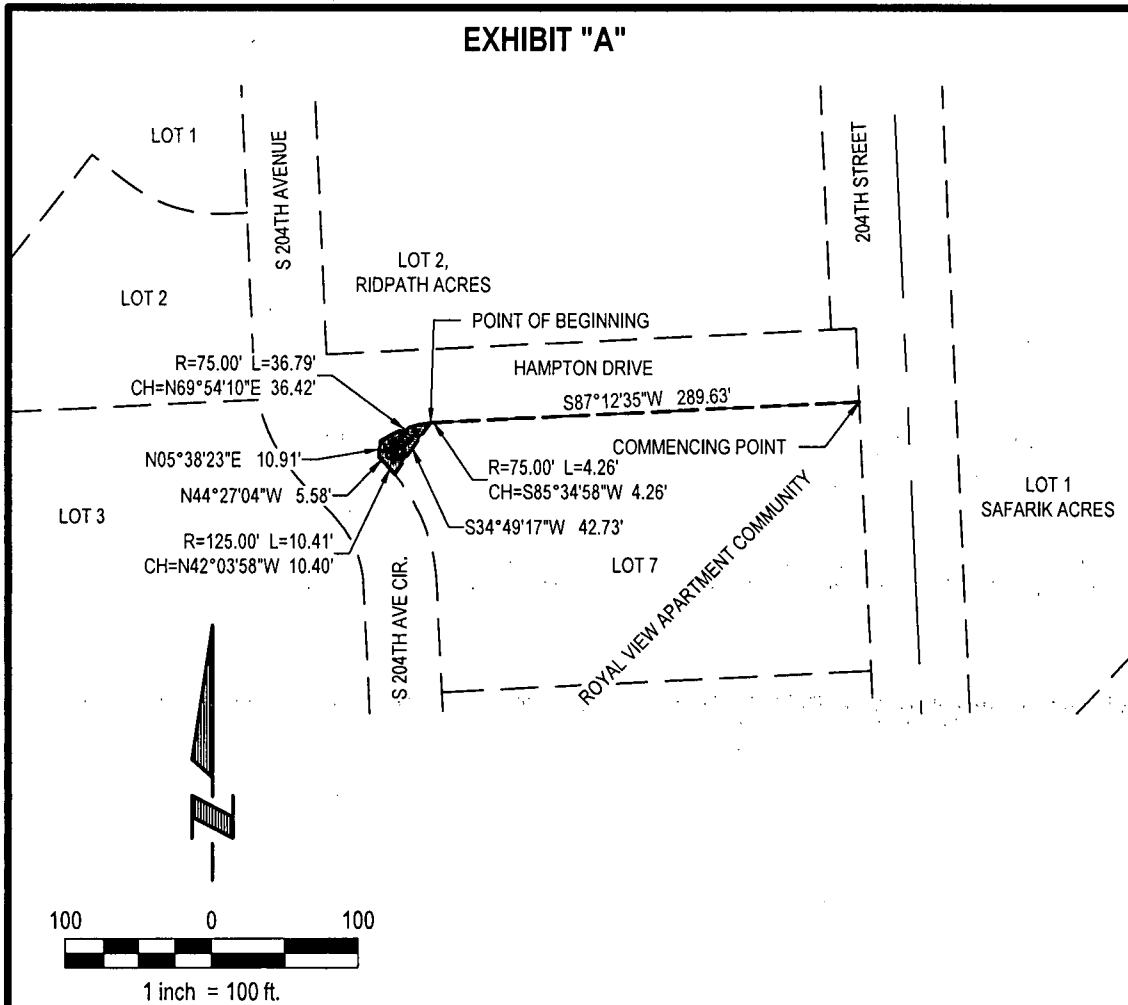
IN WITNESS WHEREOF, I set my hand and official seal.

(SEAL)

  
\_\_\_\_\_  
Notary Public

2016-069114 D

# EXHIBIT "A"



## LEGAL DESCRIPTION:

A STORM SEWER EASEMENT LOCATED IN LOT 7, ROYAL VIEW APARTMENT COMMUNITY, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 25, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 204TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF HAMPTON DRIVE; THENCE ALONG THE NORTH LINE OF SAID LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF HAMPTON DRIVE ON THE FOLLOWING TWO (2) COURSES: (1) THENCE S87°12'35"W (ASSUMED BEARING), A DISTANCE OF 289.63 FEET; (2) THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 4.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S85°34'58"W, A DISTANCE OF 4.26 FEET; THENCE S34°49'17"W, A DISTANCE OF 42.73 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE S 204TH AVENUE CIRCLE; THENCE NORTHWESTERLY ALONG SAID WEST LINE OF LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE S 204TH AVENUE CIRCLE, ON A CURVE TO THE LEFT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 10.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N42°03'58"W, A DISTANCE OF 10.40 FEET; THENCE N44°27'04"W ALONG SAID WEST LINE OF LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE S 204TH AVENUE CIRCLE, A DISTANCE OF 5.58 FEET; THENCE N05°38'23"E ALONG SAID WEST LINE OF LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE S 204TH AVENUE CIRCLE, A DISTANCE OF 10.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID POINT ALSO BEING THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF S 204TH AVENUE CIRCLE AND SAID SOUTH RIGHT-OF-WAY LINE OF HAMPTON DRIVE; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 7, ROYAL VIEW APARTMENT COMMUNITY, SAID LINE ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE HAMPTON DRIVE ON A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 36.79 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N69°54'10"E, A DISTANCE OF 36.42 FEET TO THE POINT OF BEGINNING.

SAID STORM SEWER EASEMENT CONTAINS AN AREA OF 565 SQUARE FEET OF 0.013 ACRES, MORE OR LESS.



## E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 MB Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: CJV Chkd by:

Date: 09-23-2015

Job No.: P2014.104.001

## STORM SEWER EASEMENT

SARPY COUNTY, NEBRASKA