

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2008- 26638

2008 SEP 24 P 2:49 PM

*Sharon J. Anderson*  
REGISTER OF DEEDS

COUNTER a C.E. a  
VERIFY a D.E. B  
PROOF P  
FEES \$ 20.50  
CHECK # \_\_\_\_\_  
CHG TP-2050 CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

**PERMANENT SEWER & DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT Gretna Public Schools, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby donate, grant and convey unto the *City of Gretna, Nebraska, a Municipal Corporation*, hereinafter referred to as CITY, and to its successors and assigns, a permanent easement for the right to construct, maintain and operate a sewer (either for storm or sanitary purposes), drainage structure, and/or drainage way, and appurtenances thereto, in, through, and under the parcels of land described as follows, to-wit:

**SEE ATTACHED EXHIBIT "A"  
PERMANENT EASEMENT LEGAL DESCRIPTION**

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 sewers, drainage structure, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structure, and/or drainage way 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 buildings, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping, fences, road and/or street surfaces, parking area surfacing, and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.

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- 2) That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewer, except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.
- 3) This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
- 4) That 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.
- 5) That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY or and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 6) That said permanent sewer easement is granted upon the condition that the CITY or may remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
- 7) That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein (if applicable):

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set her or their hands(s) this

8th Day of September, 2008.

BY: \_\_\_\_\_

*Alan I. Dietze*  
Alan Dietze, President

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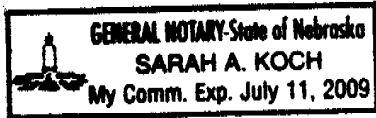
ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
  ) SS  
COUNTY OF SARPY     )

On this 8th day of September, 2008

before me, a Notary Public, in and for said County, personally came the above named: Alan Dietze, President of Gretna Public Schools Board of Education, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be her/his voluntary act and deed on behalf of said school district for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.



Sarah A. Koch  
NOTARY PUBLIC

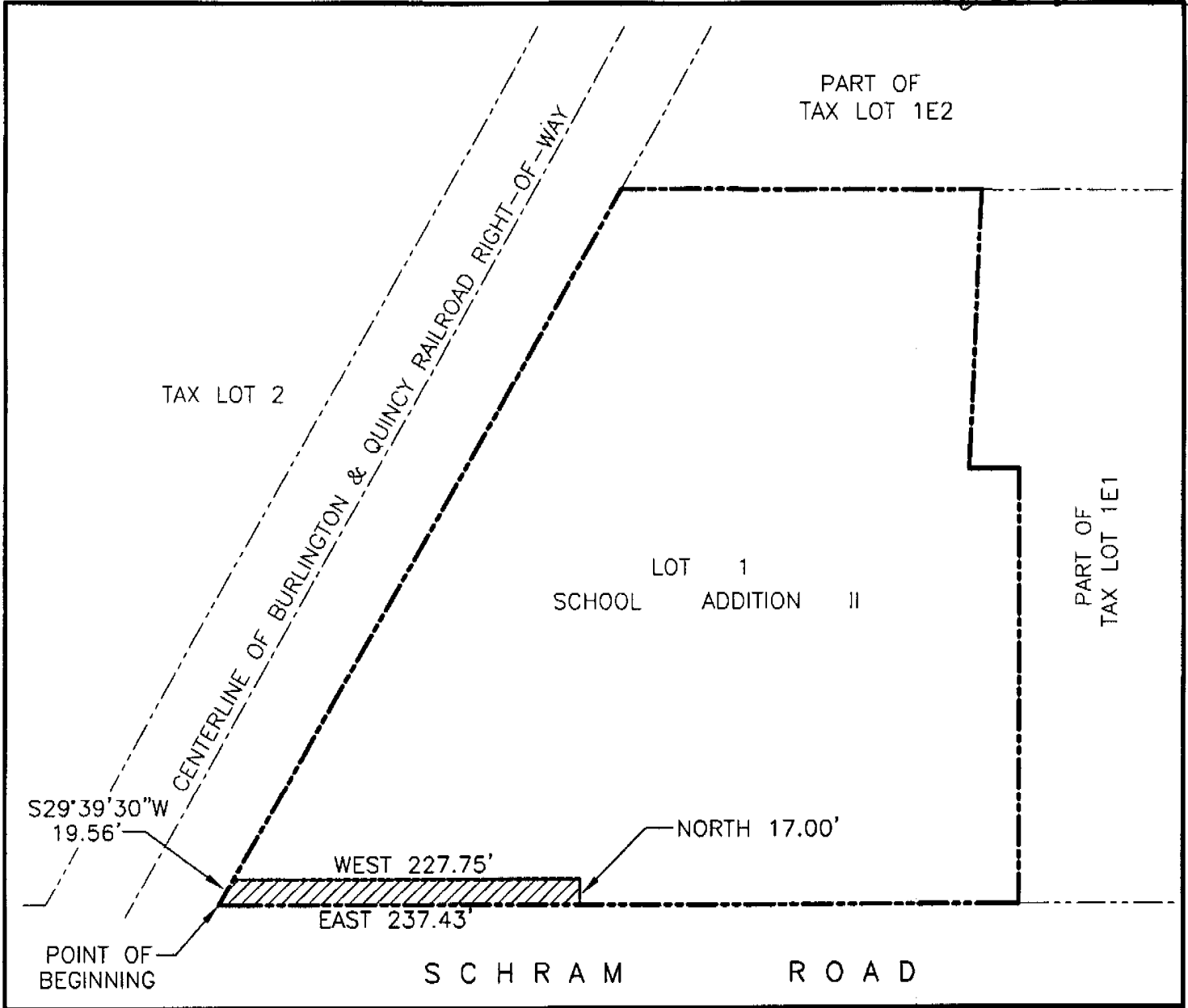
Notary Seal

RETURN TO:

Thompson, Dressen & Dornier, Inc.  
10836 Old Mill Road  
Omaha, NE 68154

TDD 1016-129

2008-26638C



**LEGAL DESCRIPTION**

THAT PART OF LOT 1, SCHOOL ADDITION II, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE SW CORNER OF SAID LOT 1;

THENCE EAST (ASSUMED BEARING) 237.43 FEET ON THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 17.00 FEET;

THENCE WEST 227.75 FEET ON A LINE 17.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE WEST LINE THEREOF;

THENCE S29°39'30"W 19.56 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

**EXHIBIT "A"**

1016129EX.dwg



**THOMPSON, DREESSEN & DÖRNER, INC.**  
 Consulting Engineers & Land Surveyors  
 10838 OLD MILL ROAD OMAHA, NEBRASKA 68154  
 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM

HOFER CONSTRUCTION		JOB #	1016-129
date	7/29/08		
drawn by	RJR		
checked by	JDW		
revision			