

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2009-29598

2009 SEP -9 A 10: 13 R

*Glenn J. Sedlacek*  
REGISTER OF DEEDS

COUNTER ah C.E. ah  
VERIFY ah N.A.D.E. D  
PROOF UM  
FEES \$ 18.50  
CHECK # 19870  
CHG CASH  
REFUND CREDIT  
SHORT

**COPIES TO:**

- 1. City
- 2. Property Owner
- 3. Engineer

Project No. 28106

Control No. \_\_\_\_\_

Tract No. 1

**Political Subdivision  
RIGHT-OF-WAY CONTRACT  
Permanent Easement**

THIS CONTRACT, made and entered into this 10th day of July, 2009, by and between Sedlacek Brothers Inc  
Address: 16410 South Hwy 31, Gretna, Nebraska 68028  
hereinafter called the OWNER, and City of Gretna, Nebraska, hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the OWNER hereby grants to the BUYER a Permanent Easement, for construction purposes, to certain real estate described from the centerline of the proposed highway as follows:

SEE ATTACHED EXECUTED AND SIGNED EXHIBIT A DATED JULY 10, 2009.

said Permanent Easement, for construction purposes, will be utilized more specifically as follows: Water transmission main and related appurtenances as shown on approved plans and situated in the Tax Lot 6A1B, Tax Lots to Gretna of Section 36, Township 14N, Range 10E, of the 6<sup>th</sup> P.M. in Sarpy County, Nebraska.

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

The BUYER agrees to purchase the above-described Permanent Easement and to pay, therefore, upon the delivery of said executed Permanent Easement if the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to the BUYER's use thereof.

Permanent Easement      Donation

It is understood that the easement area may be used for the temporary relocation of utilities during the construction of the project.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year-s crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the CROP DAMAGE.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the Permanent Easement, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but, should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

**THIS IS A LEGAL AND BINDING CONTRACT - READ IT.**

The representative of the BUYER, in presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements, or understanding, except as set forth in this contract, will be honored by the BUYER.

BUYER City of Gretna, Nebraska  
By *Dolly L. M. Gauri*  
Date 7-24-09

OWNER  
By *William A Sedlacek*  
Sedlacek Brothers Inc

A

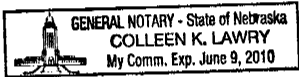
Dated this 24<sup>th</sup> day of July, 2009  
On the above date, before me a General Notary Public duly commissioned  
and qualified, personally came Sally L McGuire  
Mayor

to me known to be the identical person \_\_\_\_\_ whose name \_\_\_\_\_ affixed to  
the foregoing instrument as grantor \_\_\_\_\_ and acknowledged the same to  
be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
Notary [Signature]

My commission expires the 9<sup>th</sup> day of June, 2010  
STATE OF NEBRASKA

\_\_\_\_\_ ss.  
SARPY County



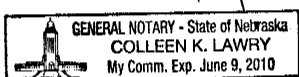
Dated this 24<sup>th</sup> day of July, 2009  
On the above date, before me a General Notary Public duly commissioned  
and qualified, personally came William A Sedlacek  
Sedlacek Brothers Inc

to me known to be the identical person \_\_\_\_\_ whose name \_\_\_\_\_ affixed to  
the foregoing instrument as grantor \_\_\_\_\_ and acknowledged the same to be  
a voluntary act and deed.

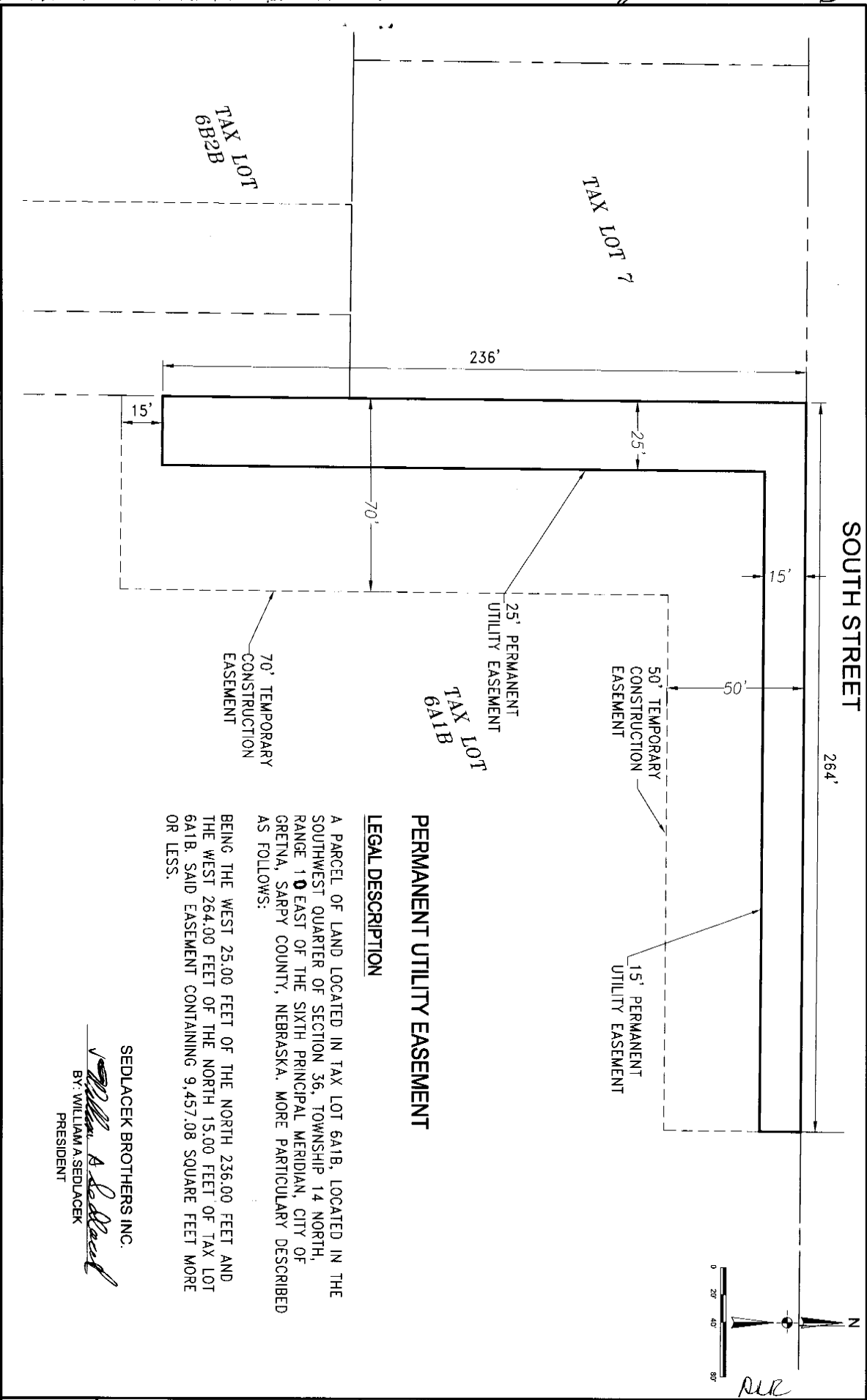
WITNESS my hand and Notarial Seal the day and year above written.  
Notary [Signature]

My commission expires the 9<sup>th</sup> day of June, 2010  
STATE OF Nebraska

\_\_\_\_\_ ss.  
Sarpy County



2009-29598 B



**PERMANENT UTILITY EASEMENT**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN TAX LOT 6A1B, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GREINA, SARPY COUNTY, NEBRASKA. MORE PARTICULARY DESCRIBED AS FOLLOWS:  
 BEING THE WEST 25.00 FEET OF THE NORTH 236.00 FEET AND THE WEST 264.00 FEET OF THE NORTH 15.00 FEET OF TAX LOT 6A1B. SAID EASEMENT CONTAINING 9,457.08 SQUARE FEET MORE OR LESS.

SEDLACEK BROTHERS INC.  
 BY: *William A Sedlacek*  
 WILLIAM A SEDLACEK  
 PRESIDENT

<p>PROJECT NO. 28106  DATE JULY 10, 2009</p>	<p>TAXLOT 6A1B PERMANENT EASEMENT</p>	<p>2009 WATER DISTRIBUTION SYSTEM IMPROVEMENTS GREINA, NEBRASKA</p>	<p>OLMSTED &amp; PERRY CONSULTING ENGINEERS INC. 10730 PACIFIC STREET SUITE 232 OMAHA, NEBRASKA 681144</p>
--	---	---	--