

9-1-78 at 4:00 P.M.

51

of Misc. Rec.

51-598

Carl S. Halldal

9, 25

EASEMENT

THIS EASEMENT AND AGREEMENT is made this 15th day of September, 1978, by and between MERLYN L. HALDEMAN, a/k/a MERLYN HALDEMAN and DOLORES I. HALDEMAN, a/k/a DOLORES HALDEMAN, a/k/a DELORES HALDEMAN, husband and wife, herein referred to as "Grantors" and the CITY OF GRETNA, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, MERLYN L. HALDEMAN and DOLORES I. HALDEMAN are the legal owners of the following described real property in Sarpy County, Nebraska:

The West One-Half ($W\frac{1}{2}$) of the Northeast One-Quarter ($NE\frac{1}{4}$) of Section 34, Township 14 North, Range 10, East of the 6th P.M., Sarpy County, Nebraska;

and,

WHEREAS, the Grantee is now discharging sewage effluent across said property,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF GOOD AND SUFFICIENT CONSIDERATION WHICH HAS BEEN RECEIVED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Grantors hereby and by these presents grant and convey to the Grantee a perpetual and appurtenant easement over and across the land specifically described hereinafter for the purpose of discharging and flowing across said easement area sewage effluent from the Grantee's sewage disposal plant.

The land over and across which said easement is granted is described as follows:

Commencing at the Southeast corner of the West One-Half ($W\frac{1}{2}$) of the Northeast One-Quarter ($NE\frac{1}{4}$) of Section 34, Township 14 North, Range 10, East of the 6th P.M., Sarpy County, Nebraska, thence due North 325 feet; thence West and parallel to the South boundary line of the Northeast One-Quarter ($NE\frac{1}{4}$) of Section 34 to the West boundary line of the West One-Half ($W\frac{1}{2}$) of the Northeast One-Quarter ($NE\frac{1}{4}$) of Section 34; thence South along said West boundary line to the Southwest corner of the West One-Half ($W\frac{1}{2}$) of the Northeast One-Quarter ($NE\frac{1}{4}$) of Section 34, thence East to the point of beginning.

Act 08705

2. The Grantors and Grantee understand and agree that in the event the flowage of sewage effluent causes the banks of the drainage ditch to extend beyond the easement boundary above set forth, then the Grantors shall have the right to initiate an inverse condemnation action in addition to any other available remedy for the purpose of ascertaining and recovering all damages to which the Grantors may be entitled by law.

3. The Grantors and Grantee further understand and agree that the Grantors shall have the right to use the property within the easement area for their normal farming operations which do not interfere with the disposal and flowage of sewage effluent by the Grantee.

4. This easement shall be binding upon the successors, assigns, heirs and personal representatives of the parties hereto, and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal as of the date first hereinbefore written.

Merlyn L. Haldeeman
Merlyn L. Haldeeman

Dolores I. Haldeeman
Dolores I. Haldeeman



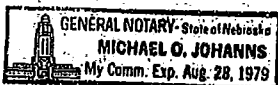
CITY OF GRETTA,

By: *Joe A. Verbeek*

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 15th day of September, 1978, before me the undersigned, a Notary Public, duly commissioned and qualified for and in said county, personally came MERLYN L. HALDEMAN, a/k/a MERLYN HALDEMAN and DOLORES I. HALDEMAN, a/k/a DOLORES HALDEMAN, a/k/a DELORES HALDEMAN, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing Easement and acknowledged the execution thereof to be their voluntary act and deed.

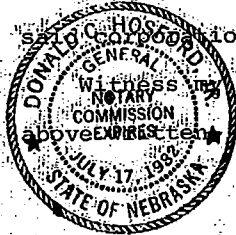
Witness my hand and notarial seal the day and year last above written.



Michael O. Johanns
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 5th day of September, 1978, before me the undersigned a Notary Public, duly commissioned and qualified for and in said county, personally came JOE H VERBEEK, MAYOR of the City of Gretna, a municipal corporation, to me known to be the identical person whose name is affixed to the foregoing Easement and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.



Witness my hand and notarial seal the day and year last

Donald C. Hoss
Notary Public