

96-02717

RELEASE OF PORTION OF EASEMENT

This Release of Portion of Easement is made this 5 day of March, 1995, by and between DOLORES HALDEMAN, also known as Delores Haldeman (hereinafter referred to as "Haldeman") and the CITY OF GRETNA, NEBRASKA, a municipal corporation (hereinafter referred to as "Gretna").

WHEREAS, Haldeman is the legal owner 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, Gretna is the owner of a perpetual and appurtenant easement over and across the land aforescribed and specifically set out in Book 51, Page 598 of the Miscellaneous Book of the Register of Deeds of Sarpy County, Nebraska, for the purpose of discharging and flowing across said easement area sewage effluent from Gretna's Sewage Disposal Plant; and

WHEREAS, Gretna has determined that it no longer needs the entire area of the easement granted and that by this Release, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Haldeman, Gretna gives up a portion of its easement, while it retains all rights it has to the remainder easement area found in Book 51, Page 598 of the Miscellaneous Book of the Register of Deeds of Sarpy County, Nebraska, minus the territory specifically released by this Agreement.

NOW, THEREFORE, and in consideration of good and sufficient consideration which has been received, it is mutually agreed as follows:

1. Gretna releases its easement upon the land described as follows:

That part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, T14N, R10E of the 6th P.M., Sarpy County, Nebraska, described as follows:

Beginning at the SW corner of said SW $\frac{1}{4}$; thence N00°20'58"W (assumed bearing) 325.00 feet on the west line of said SW $\frac{1}{4}$; thence N89°54'52" E 914.31 feet on a line 325 feet north of and parallel with the south line of said SW $\frac{1}{4}$; thence S66°50'16"W

02717

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829.16 feet to the south line of said SW¼; thence S89°54'52"W
150.00 feet on the south line of said SW¼ to the point of
beginning.

2. It is part of the specific consideration for the reduction in the easement that Gretna has no liability for the flowage of sewage effluent or damage to any bank which is in the area of the easement released to Haldeman. Haldeman and Gretna understand and agree that Haldeman, her heirs, executors, administrators, successors, assigns, tenants or purchasers hereby waive and hold Gretna harmless from any damage whatsoever caused by the flowage of sewage effluent in the area of the easement being given up by this Agreement. Haldeman, her heirs, executors, administrators, successor, and assigns will hold Gretna harmless and indemnify Gretna from any claims, liabilities or losses from any person who claims a loss, as a result of the flowage of sewage effluent in the area of the easement being given up by this Agreement.

3. Gretna retains all rights to the retained easement set out in the agreement filed in Book 51, Page 598 of the Miscellaneous Book of the Register of Deeds of Sarpy County, Nebraska.

4. This Partial Release of Easement shall be binding upon the successors, assigns, heirs and personal representatives of the parties heretofore and shall run with the land.

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

CITY OF GRETNA, NEBRASKA

By: Jim Millam
Its Mayor

Dolores Haldeman
DOLORES HALDEMAN

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 South-East 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.

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