



MISC 2007016029



FEB 09 2007 14:30 P 2

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/9/2007 14:30:21.49



2007016029

PERMANENT ACCESS EASEMENT

THAT Gottsch Land Co., a Nebraska General Partnership, hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto BOWL Nebraska, LLC, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain, and operate a Permanent Access (hereafter "Access") on the real property that is legally described on Sheet Two (2).

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, or operating said Access at the will of the GRANTEE. The GRANTOR may, following construction of said Access, continue to use the surface of the easement property for other purposes, subject to the right of the GRANTEE to use the same for the purposes herein expressed. It is further agreed as follows:

1. This easement runs with the land. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the GRANTEE. Improvements which may be approved by GRANTEE include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.
2. That GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of constructing, inspecting, maintaining or operating said Access, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. That GRANTEE shall cause the premises to be left in a neat and orderly condition upon completion of the access drive. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEE and any of said construction and work.
4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEE and its successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to said GRANTEE and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEE will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines and trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 25 day of Jan 2007.

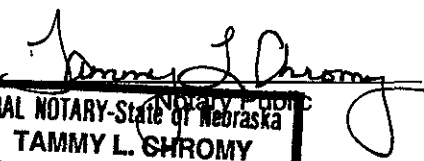
GRANTOR: Gottsch Land Co.


By: 
Brett Gottsch, President

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25 day of Jan, 2007 by Brett Gottsch, President of Gottsch Land Co., a Nebraska Corporation, as a voluntary act and deed as an officer of said Corporation.

Misc. 00
29 #116 : OC - 35950
C/O CCMP 86
SCAN FV

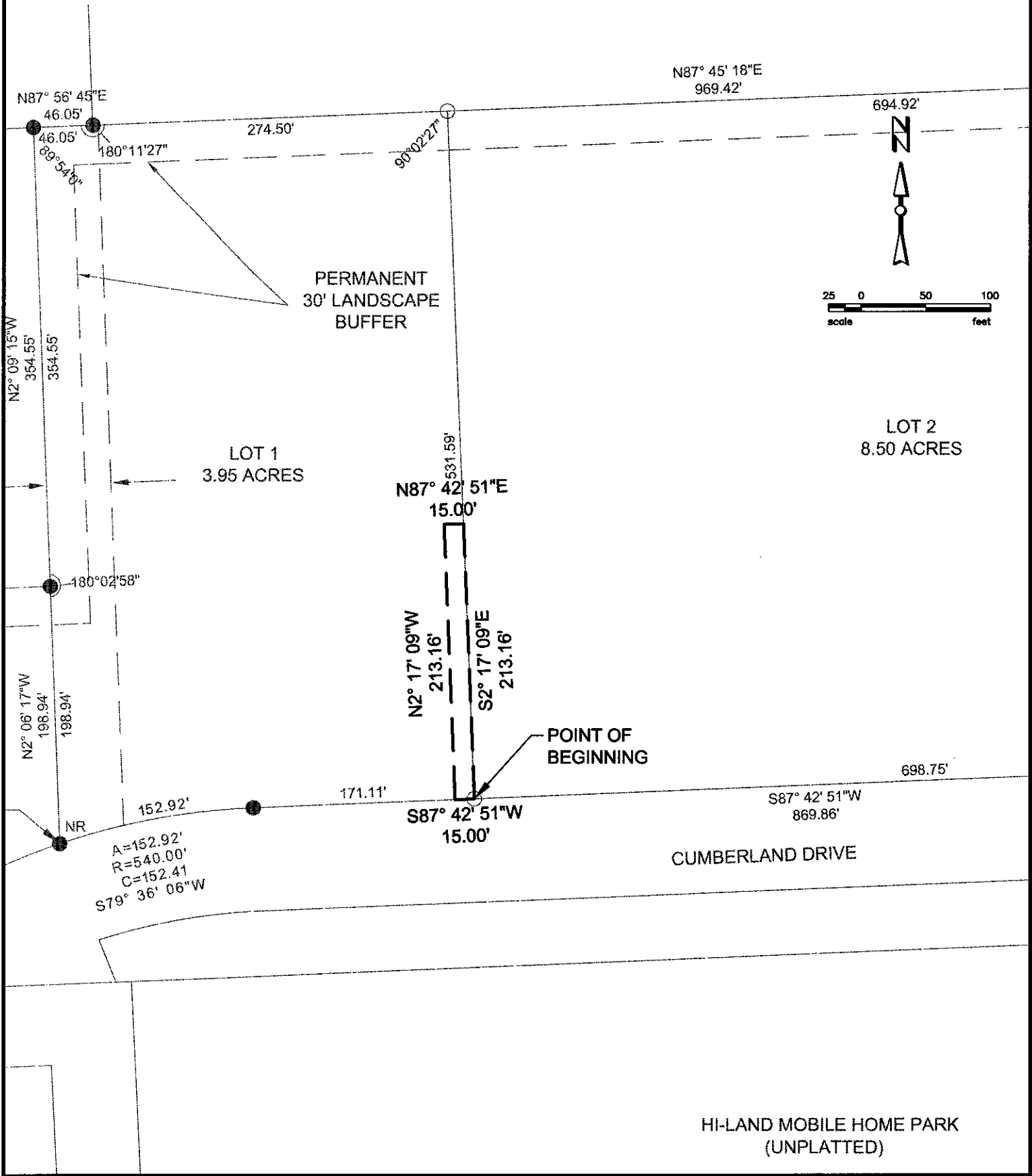

GENERAL NOTARY - State of Nebraska
TAMMY L. SHROMY
My Comm. Exp. Jan 14, 2008

ELKHORN, NEBRASKA SID 394 PERMANENT ACCESS EASEMENT	PROJECT # 06042	 20507 Nicholas Cir. 1022 NORTH 20TH AVE • ELKHORN, NE 68022 • (402) 763-9475
	SHEET 1 OF 2	
	03-20-2006 BAB BAB CAC	
	DATE DRAWN DESIGN CHECK	

LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT GRANTED TO BOWL NEBRASKA LLC. OVER PART OF LOT 1 SKYLINE COUNTRY WEST REPLAT 1, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 15 NORTH, RANGE 10 EAST OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA. SAID EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 87°42'51" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF SAID SKYLINE COUNTRY WEST REPLAT 1) FOR 15.00 FEET ALONG THE NORTH RIGHT OF WAY OF CUMBERLAND DRIVE; THENCE NORTH 2° 17' 09" WEST FOR 213.16 FEET; THENCE NORTH 87°42'51" EAST FOR 15.00 FEET TO THE EAST PROPERTY LINE OF SAID LOT 1; THENCE SOUTH 2°17'09" EAST FOR 213.16 FEET TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES MORE OR LESS.



ELKHORN, NEBRASKA
 BOWL NEBRASKA LLC.
PERMANENT ACCESS EASEMENT

PROJECT #	06042		
SHEET	2 OF 2		
10-26-06	BAB	BAB	CAC
DATE	DRAWN	DESIGN	CHECK



1063 NORTH 204TH AVE. • ELKHORN, NE 68022 • (402) 763-9475

HI-LAND MOBILE HOME PARK
 (UNPLATTED)