

MISC

2005133064



OCT 21 2005 13:38 P 4

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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 10/21/2005 13:38:58.41



2005133064

### PERMANENT SANITARY SEWER EASEMENT

THAT Robert Belgrade and Mark W. Zalkin, Trustees of the Zalkin Real Estate Trust, dated September 21, 1992, 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 grant and convey unto the Sanitary and Improvement District No. 521 of Douglas County, Nebraska, and unto the City of Elkhorn, Nebraska, and their successors and assigns, hereinafter referred to as GRANTEES, an easement for the right to construct, maintain and operate a Permanent Sanitary Sewer (hereafter "Sewer") on the real property that is legally described on the attached Exhibit "A".

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

1. This easement runs with the land. GRANTOR and GRANTOR'S successors and assigns shall have the right to connect to the outfall sanitary sewer constructed on the real property that is described on the attached Exhibit "A" without having to pay GRANTOR'S pro rata share of the construction costs for said Sewer; except, however, GRANTOR or GRANTOR'S successors or assigns shall be required to pay to the City of Elkhorn or its successors and assigns all customary fees, including but not limited to a connection fee and an outfall treatment plant fee, prior to connecting to said Sewer. 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 GRANTEES. Improvements which may be approved by GRANTEES 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, his heirs, successors or assigns.
2. That GRANTEES will replace or rebuild any and all damage to improvements caused by GRANTEES 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 GRANTEES.
3. That GRANTEES 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. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEES 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 GRANTEES 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 GRANTEES and its assigns against the lawful claims and demands of all persons.
5. That said easement is granted upon the condition that the GRANTEES will 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.
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 GRANTEES or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEES or their agents or employees, except as are set forth

herein.

7. In the event of annexation by any municipality, then this easement shall transfer to the said municipality.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 17 day of October, 2005.

**GRANTOR:**

Zalkin Real Estate Trust  
dated September 21, 1992

By: Robert Belgrade

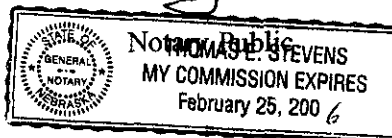
By: \_\_\_\_\_  
Robert Belgrade, Trustee

Mark W. Zalkin  
Mark W. Zalkin, Trustee

STATE OF NEBRASKA       )  
                                      ) ss  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 17 day of Oct, 2005, by Robert Belgrade, Trustee of the Zalkin Real Estate Trust dated September 21, 1992.

Thomas E. Stevens

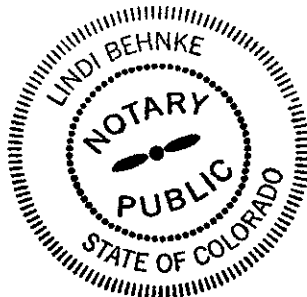


STATE OF COLORADO     )  
                                      ) ss  
COUNTY OF DENVER     )

The foregoing instrument was acknowledged before me this 21 day of September, 2005, by Mark W. Zalkin, Trustee of the Zalkin Real Estate Trust dated September 21, 1992.

Lindi Behnke

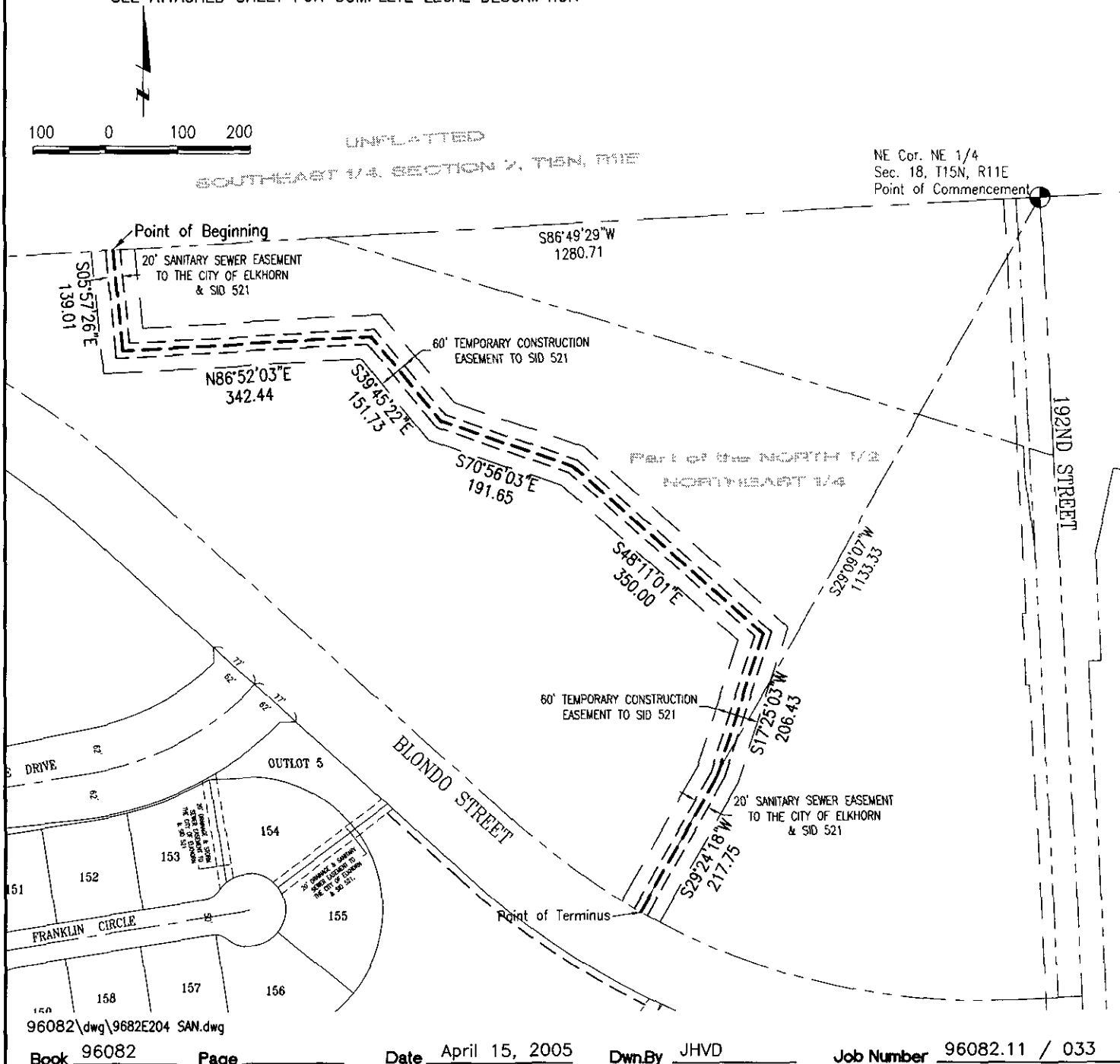
Notary Public



## LEGAL DESCRIPTION

A permanent easement twenty foot (20') in width for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:  
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION

A temporary construction sixty foot (60') in width over that part of the Northeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:  
SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION



Lamp, Rynearson & Associates, Inc.

WWW.LRA-INC.COM

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

(Ph) 402.496.2498  
(Fax) 402.496.2730

### LEGAL DESCRIPTION

A permanent easement twenty foot (20') in width for the construction and maintenance of sanitary sewers over that part of the Northeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the said Northeast Quarter of Section 18;

Thence South 86°49'29" West (bearings referenced to the Nebraska State Plane System NAD83) for 1280.71 feet along the north line of the said Northeast Quarter of Section 18 to the centerline of said twenty foot easement and the TRUE POINT OF BEGINNING;

Thence south along said centerline for the following seven (7) courses:

- (1) Thence South 05°57'26" East for 139.01 feet;
- (2) Thence North 86°52'03" East for 342.44 feet;
- (3) Thence South 39°45'22" East for 151.73 feet;
- (4) Thence South 70°56'03" East for 191.65 feet;
- (5) Thence South 48°11'01" East for 350.00 feet;
- (6) Thence South 17°25'03" West for 206.43 feet;
- (7) Thence South 29°24'18" West for 217.75 feet to the Point of Terminus on the north right of way line of Blondo Street.

Said Point of Terminus falls South 29°09'07" West for 1133.33 feet from the northeast corner of the Northeast Quarter of Section 18.

Contains 0.734 acre.

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A temporary construction sixty foot (60') in width over that part of the Northeast Quarter of Section 18, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the northeast corner of the said Northeast Quarter of Section 18;

Thence South 86°49'29" West (bearings referenced to the Nebraska State Plane System NAD83) for 1280.71 feet along the north line of the said Northeast Quarter of Section 18 to the centerline of said sixty foot easement and the TRUE POINT OF BEGINNING;

Thence south along said centerline for the following seven (7) courses:

- (1) Thence South 05°57'26" East for 139.01 feet;
- (2) Thence North 86°52'03" East for 342.44 feet;
- (3) Thence South 39°45'22" East for 151.73 feet;
- (4) Thence South 70°56'03" East for 191.65 feet;
- (5) Thence South 48°11'01" East for 350.00 feet;
- (6) Thence South 17°25'03" West for 206.43 feet;
- (7) Thence South 29°24'18" West for 217.75 feet to the Point of Terminus on the north right of way line of Blondo Street.

Said Point of Terminus falls South 29°09'07" West for 1133.33 feet from the northeast corner of the Northeast Quarter of Section 18;

Contains 2.202 acres including the area described above for a permanent sanitary sewer easement leaving a net area of 1.468 acres.

April 15, 2005

LAMP, RYNEARSON & ASSOCIATES, INC.

96082.01 003 (Sanitary Sewer Easement over unplatted land lying south of UPRR and north of Blondo St)