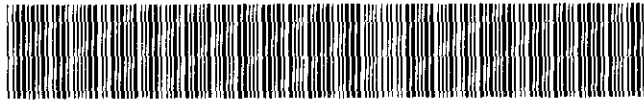


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OCT 21 2005 13:38 P 5

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE

10/21/2005 13:38:58.97



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GRANT OF EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

This Indenture and Grant of Easement made this 17 day of October, 2005, between Robert Belgrade and Mark W. Zalkin, Trustees of the Zalkin Real Estate Trust, dated September 21, 1992, hereinafter referred to as "Grantor", in favor of 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."

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does or do hereby grant and confirm unto said Grantees and their successors and assigns, the right to enter upon and use for working space for the construction of a sanitary sewer, the parcel of land described as follows:

See the attached Exhibit A which is incorporated herein by this reference.

This easement runs with the land and terminates thirty (30) days after the improvement is completed in the area covered by the easement.

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, gardens, fences, utilities and landscaping within the easement area as necessary for construction of said improvement.

Said easement is also granted upon the condition that the Grantees will, after construction of said improvements, cause the new grade to blend with the balance of the property. Damage to or loss of trees and shrubbery will not be compensated for by Grantees.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantees in any of said construction and work.

This instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, and the Grantor in executing and delivering this instrument, has not relied upon promises, inducements, or representations of the Grantees or their agents or

and assigns shall warrant and defend this easement to said Grantees and their assigns against the lawful claims and demands of all persons.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF said Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

Zalkin Real Estate Trust

dated September 21, 1992

By: _____

Robert Belgrade, Trustee

By: _____

Mark W. Zalkin, Trustee

STATE OF NEBRASKA)

) ss

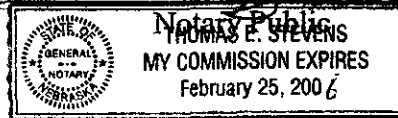
COUNTY OF DOUGLAS)

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

Colorado
STATE OF ~~NEBRASKA~~)

Denver) ss

COUNTY OF DOUGLAS)



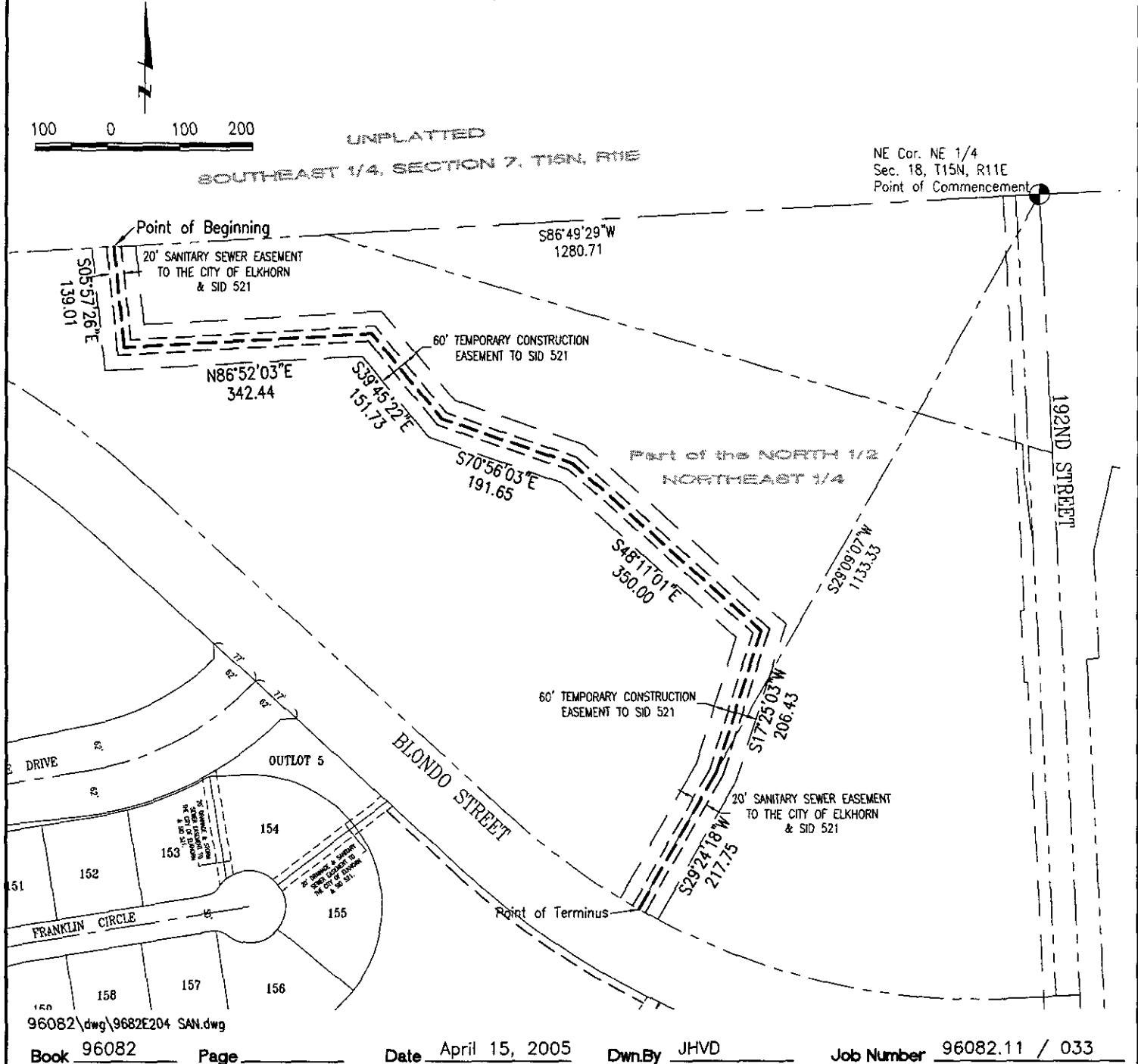
The foregoing instrument was acknowledged before me this 9 day of August, 2005, by Mark W. Zalkin, Trustee of the Zalkin Real Estate Trust dated September 21, 1992.

Shirley B. G.
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, Ryneason & Associates, Inc.

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

WWW.LRA-INC.COM

(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.

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:

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)