

#2

RECEIVED  
Nov 12 2 56 PM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



## GRANT OF EASEMENT

PERMANENT DRAINAGE AND STORM SEWER EASEMENT

This Grant of Easement made this 7th day of November, 1997, between Gottsch Enterprises hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 395, hereinafter referred to as "SID" and its successors and assigns, and the City of Elkhorn, Nebraska.

THAT, said Grantor in consideration of the sum of Two dollars (\$ 2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:  
  
**SEE ATTACHED EXHIBIT "A"**
2. Grantor does hereby grant and confirm unto SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating sanitary sewers and associated appurtenances at the will of the SID.
3. 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 successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping, grading for roadways or development and 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 successors or assigns.
4. SID shall cause any disturbance of grade made on said easement 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 SID and any of said construction work.
5. That said Grantor for himself and his successors and assigns, do confirm with the SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
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 SID or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

GRANTOR

STATE OF NEBRASKA)

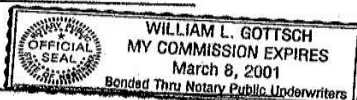
)SS

COUNTY OF DOUGLAS)

On this 7th day of November, 1997, before me, a Notary Public in and for said County and State, personally appeared Brett H. Gottsch, who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

NOTARY PUBLIC

My Commission expires



14376  
FEE 55 FB COVER  
BKP 7-15-97 C/O COM  
DEL SCAN dc FV

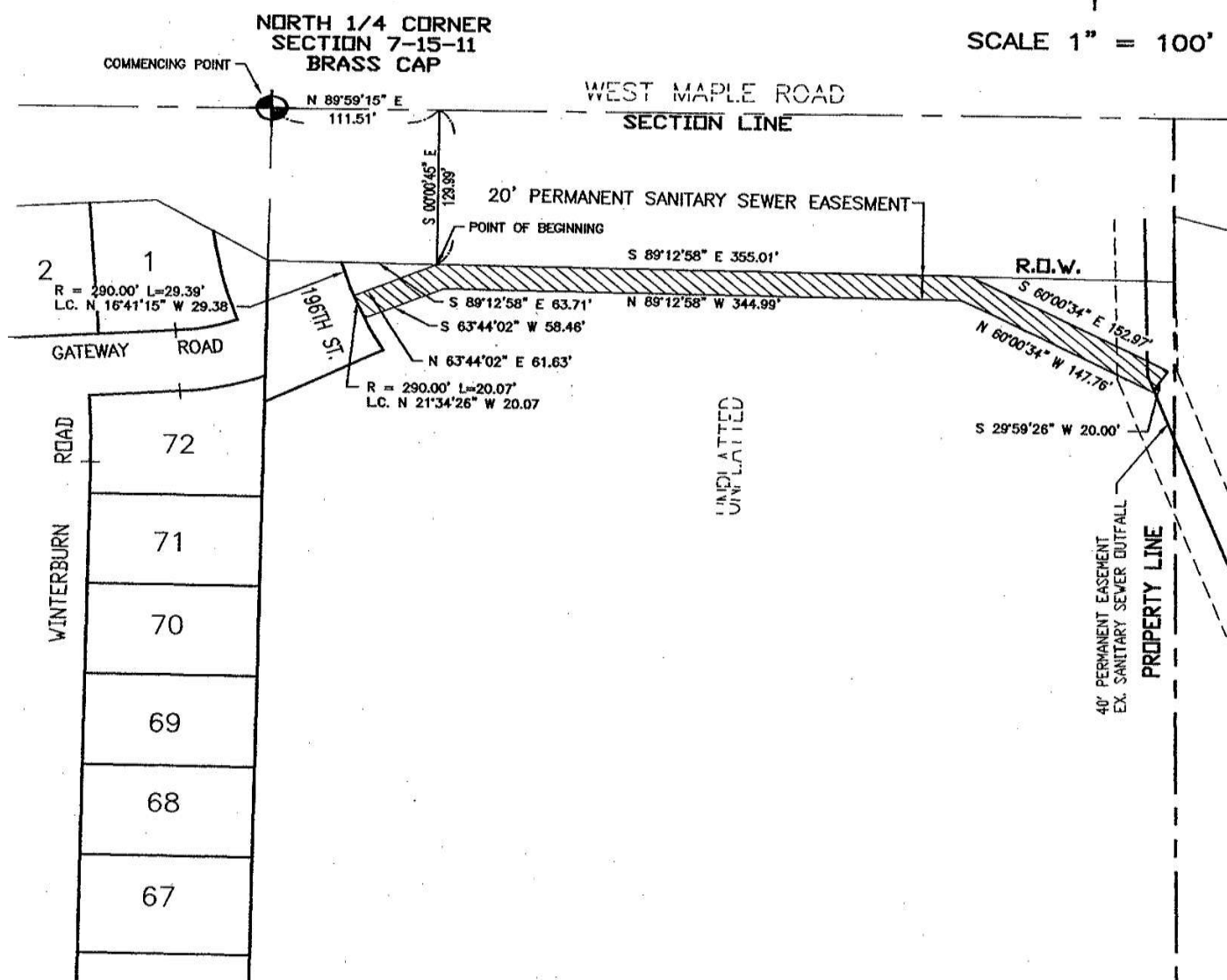
# WINTERBURN 4th ADDITION

## EXHIBIT "A"

SEE ATTACHED LEGAL DESCRIPTION



SCALE 1" = 100'



E&A CONSULTING GROUP  
2001 Q. STREET  
JMAHA, NEBRASKA 68137  
PROJECT NO. 94020

JOB#94020  
9-15-97  
PAGE 1 of 2

**LEGAL DESCRIPTION**  
**PERMANENT 20.00-FOOT WIDE SANITARY SEWER EASEMENT**  
**(SEE ATTACHED EXHIBIT "A")**

A permanent 20.00-foot wide sanitary sewer easement located in part of the NW 1/4 of the NW 1/4 of Section 7, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said NW 1/4 of the NE 1/4 of Section 7; thence N89°59'15"E (assumed bearing) along the North line of said NW 1/4 of the NE 1/4 of Section 7, a distance of 111.51 feet; thence S00°00'45"E, a distance of 129.99 feet to a point on the South right-of-way line of West Maple Road, said point also being the point of beginning; thence S89°12'58"E along said South right-of-way line of West Maple Road, a distance of 355.01 feet; thence S60°00'34"E, a distance of 152.97 feet; thence S29°59'26"W, a distance of 20.00 feet; thence N60°00'34"W, a distance of 147.76 feet; thence N89°12'58"W, a distance of 344.99 feet; thence S63°44'02"W, a distance of 58.46 feet to a point on the Easterly right-of-way line of 196th Street; thence Northwesterly along said Easterly right-of-way line of 196th Street, on a curve to the right with a radius of 290.00 feet, a distance of 20.07 feet, said curve having a long curve which bears N21°34'26"W, a distance of 20.07 feet; thence N63°44'02"E, a distance of 61.63 feet to the point of beginning.

Said permanent 20.00-foot wide sanitary sewer easement contains an area of 11,210 square feet or 0.257 acres, more or less.

#94020  
9/12/97

E & A CONSULTING GROUP  
12001 "Q" STREET  
OMAHA, NE 68137