

After recording return to:

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551 North Linden  
P.O. Box 277  
Wahoo, Nebraska 68066  
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11650 DON CLARK 2381018  
REGISTER OF DEEDS  
SAUNDERS CO. NEBR.

99 OCT 22 AM 8:59  
BOOK 238 PAGE 1018  
OF 66 INST# 306

*Handwritten signature*

**TEMPORARY  
RIGHT OF WAY EASEMENT**

Wahoo View LLC, a Nebraska Limited Liability Company, Grantor, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and in consideration of the conditions hereinafter stated, does hereby grant and convey unto the City of Wahoo, Saunders County, Nebraska, a political subdivision of the State of Nebraska, whether one or more, its successors and assigns, the following:

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A 30.00 FOOT TEMPORARY EASEMENT FOR THE CONSTRUCTION OF A SANITARY SEWER MAIN WITH APPURTENANCES AND ACCESSORIES, LOCATED IN SECTION 10, TOWNSHIP 14 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°55'19"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 180.68 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE AND THE EAST LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 224, PAGE 65.3; THENCE N29°04'1"W ON SAID EAST LINE, A DISTANCE OF 3533.57 FEET; THENCE S60°55'59"W PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 110.00 FEET; THENCE S29°04'01"E PARALLEL WITH SAID EAST LINE, A DISTANCE OF 868.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S29°04'01"E PARALLEL WITH SAID EAST LINE, A DISTANCE OF 297.96 FEET; THENCE CONTINUING S29°04'01"EPARALLEL WITH SAID EAST LINE, A DISTANCE OF 868.82FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S29°04'01"E PARALLEL WITH SAID EAST LINE, A DISTANCE OF 7.27 FEET; THENCE S05°07'18"W, A DISTANCE OF 526.31 FEET; THENCE S25°16'36"E, A DISTANCE OF 172.29 FEET, THE CHORD OF SAID CURVE BEARS S70°10'29"W, 172.03 FEET; THENCE ON A 1104.85 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 159.83 FEET, THE CHORD OF SAID CURVE BEARS S79°43'29"W, 159.69 FEET; THENCE 05°02'49"W, A DISTANCE OF 1.36 FEET; THENCE WESTERLY ON A 740.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 4.11 FEET, THE CHORD OF SAID CURVE BEARS S85°06'43"W, 4.11 FEET; THENCE N04°43'45"W, A DISTANCE OF 28.57 FEET; THENCE ON A 1074.85 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 158.87 FEET, THE CHORD OF SAID CURVE BEARS N79°49'53"E, 158.73 FEET; THENCE ON A 883.10 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 280.03 FEET; THENCE N25°16'36"W, A DISTANCE OF 200.33 FEET; THENCE N05°07'18"E, A DISTANCE OF 525.23 FEET; THENCE N29°04'01"W PARALLEL WITH SAID EAST LINE, A DISTANCE OF 14.06 FEET; THENCE N89°02'16"E, A DISTANCE OF 34.01 FEET OT THE TRUE POINT OF BEGINNING, CONTAINING 0.94 ACRES MORE OR LESS.

**AND**

A TEMPORARY EASEMENT FOR THE CONSTRUCTION OF A WATER

2381018

MAIN WITH APPURTENANCES AND ACCESSORIES, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N90°00'00"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 46.50 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 77 AND SAID SOUTH LINE; THENCE N02°13'42"W ON SAID EAST LINE, A DISTANCE OF 935.41 FEET; THENCE N02°30'12"W CONTINUING ON SAID EAST LINE, A DISTANCE OF 131.67 FEET; THENCE N06°09'39"E CONTINUING ON SAID EAST LINE, A DISTANCE OF 100.55 FEET; THENCE N08°11'09"W CONTINUING ON SAID EAST LINE, A DISTANCE OF 100.55 FEET; THENCE N02°27'58"W CONTINUING ON SAID EAST LINE, A DISTANCE OF 944.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N02°27'58"W ON SAID EAST LINE, A DISTANCE OF 30.00 FEET; THENCE N87°37'10"E, A DISTANCE OF 51.04 FEET; THENCE S50°46'22"E, A DISTANCE OF 105.66 FEET; THENCE S04°16'20"E, A DISTANCE OF 135.06 FEET; THENCE S10°33'31"E, A DISTANCE OF 427.96 FEET; THENCE ON A 450.31 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 197.14 FEET, THE CHORD OF SAID CURVE BEARS S23°07'13"E, 195.57 FEET; THENCE S54°15'37"W, A DISTANCE OF 30.00 FEET; THENCE ON A 480.31 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 210.31 FEET, THE CHORD OF SAID CURVE BEARS N23°07'20"W, 208.64 FEET; THENCE N10°33'31"W, A DISTANCE OF 429.60 FEET; THENCE N04°16'20"W, A DISTANCE OF 123.82 FEET; THENCE N50°46'22"W, A DISTANCE OF 81.37 FEET; THENCE S87°37'10"W, A DISTANCE OF 39.60 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.62 ACRES MORE OR LESS.

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Conditions:

- 1) Grantee shall have the right to utilize the above-described real estate for the construction of the aforementioned.
- 2) Grantor shall have the right of ingress and egress across the above-described real estate for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- 3) Grantor, Grantor's heirs, personal representatives, successors and assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways, be erected, constructed, used or placed on or below the surface of said above-described real estate.
- 4) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be possible, and to repair and replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be possible.
- 5) Grantee shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Grantee agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the construction of the aforementioned.
- 6) Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor's heirs, personal representatives, successors and assigns, shall warrant and defend the same, and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest, prior to or contrary to this conveyance.
- 7) Said temporary right-of-way easement shall terminate upon the completion of the construction of the aforementioned items.

DATED: October 12, 1999.

WAHOO VIEW, LCC, A Nebraska  
Limited Liability Company

By: Gaylen R. Maly  
Gaylen R. Maly, Member

By: Robert J. Sloup  
Robert J. Sloup, Member

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF SAUNDERS )

The foregoing instrument was acknowledged before me on the 12 day of October, 1999, by Gaylen R. Maly and Robert J. Sloup, the only Members of Wahoo View LLC, a Nebraska Limited Liability Company.

Dianne M. Mahrt  
Notary Public

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