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OCT 21 3 20 PM '96

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**PERMANENT DRAINAGE WAYS AND SEWER EASEMENT**

THAT Helen Boland, hereinafter referred to as GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto Gottsch Land Co., a Nebraska corporation, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a system of drainage ways and sewers over, under and through that certain real property as set forth on, and as more specifically shown in Exhibit "A" attached hereto and by this reference incorporated herein.

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 Improvements at the will of the GRANTEE. 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, her successors or assigns without prior written approval of the GRANTEE, which will not be unreasonably withheld. Any trees, grass or shrubbery placed on said easement by GRANTOR shall be maintained by GRANTOR, her successors or assigns. Any trees, grass or shrubbery placed on said easement area by GRANTEE shall be maintained by GRANTEE, its successors and 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 Improvements, except that, damage to, or loss of, trees and shrubbery will not be compensated for by GRANTEE.
3. 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 herself and for her 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 GRANTOR has the right to grant and convey this easement in the manner and form aforesaid, and that GRANTOR and her 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.
7. GRANTOR understands that this easement may be transferred to a sanitary and improvement district for installation of the aforementioned Improvements. In the event of annexation by the City of Elkhorn, then this easement shall transfer to the City.

12097#

FEE 20 <sup>50</sup>	R5-15-11	FB01-60000
DEL	C/O	COMP VP
LEGAL PG	SCAN	FV

Return to:  
Walsh, Fullenkamp & Doyle  
11440 West Center Road  
Omaha, Nebraska 68144-4482

Debbie

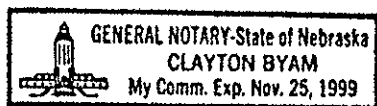
IN WITNESS WHEREOF, GRANTOR has executed this easement this 18th day of OCTOBER, 1996.

GRANTOR: Helen Boland

*Helen Boland*

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 18th day of October, 1996 by Helen Boland.



*Clayton Byam*  
\_\_\_\_\_  
Notary Public

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

**LEGAL DESCRIPTION**

A permanent easement for construction and maintenance of drainageways and sewers over that part of the Southwest Quarter of Section 5, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said Southwest Quarter;

Thence North  $01^{\circ}53'24''$  West (bearings referenced to the Nebraska State Plane System, NAD 1983) for 377.06 feet along the west line of the said Southwest Quarter to the TRUE POINT OF BEGINNING;

Thence continuing North  $01^{\circ}53'24''$  West for 42.37 feet along said west line;

Thence North  $68^{\circ}50'17''$  East for 128.26 feet;

Thence South  $21^{\circ}09'43''$  East for 40.00 feet;

Thence South  $68^{\circ}50'17''$  West for 142.25 feet to the Point of Beginning.

Contains 5410 square feet.

SW SW

**TOGETHER WITH**

A permanent easement for construction and maintenance of drainageways and sewers over that part of the Southwest Quarter of Section 5, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said Southwest Quarter;

Thence North  $01^{\circ}53'24''$  West (bearings referenced to the Nebraska State Plane System, NAD 1983) for 659.56 feet along the west line of the said Southwest Quarter to the TRUE POINT OF BEGINNING;

Thence continuing North  $01^{\circ}53'24''$  West for 54.92 feet along said west line;

Thence along a curve to the right (having a radius of 325.00 feet and a long chord bearing North  $67^{\circ}31'38''$  East for 20.00 feet) for an arc length of 20.00 feet;

Thence South  $20^{\circ}42'36''$  East for 50.00 feet;

Thence along a curve to the left (having a radius of 275.00 feet and a long chord bearing South  $65^{\circ}21'00''$  West for 37.79 feet) for an arc length of 37.82 feet to the Point of Beginning

Contains 1442 square feet.

SW SW

August 29, 1996

LAMP, RYNEARSON & ASSOCIATES, INC.

94050-6162

(Drainage and Sewer Easement in SW 1/4, Sec 5)

EXHIBIT "A"

