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OCT 21 3 20 PM '96

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

PERMANENT RIGHT-OF-WAY AND CONCRETE PAVEMENT 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 concrete pavement and public right-of-way over 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 or their successors and assigns without express approval of the GRANTEE. Any trees, grass or shrubbery placed on said easement shall be maintained by GRANTEE, its successors or 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, trees within the easement area as necessary for construction. GRANTEE further agrees to inspect, maintain and operate all improvements placed upon the easement area by GRANTEE including the making of any and all replacements.
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. GRANTOR further understands that such Improvements will be public in nature and that with respect thereto, the concrete pavement and right-of-way will be used by the public for ingress to and egress from properties and/or public streets and right-of-way abutting thereto. Grantor agrees, upon request of the aforescribed Sanitary and Improvement District to annex the easement area to and within the District's corporate boundaries. In the event of annexation by the City of Elkhorn, then this easement shall transfer to the City.

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

Debbie

12098 #

FEE	5.50	R 5-15-11	FB 01-60000
DEL		C/O	CDMP VP
LEGAL PG		SCAN	FV

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

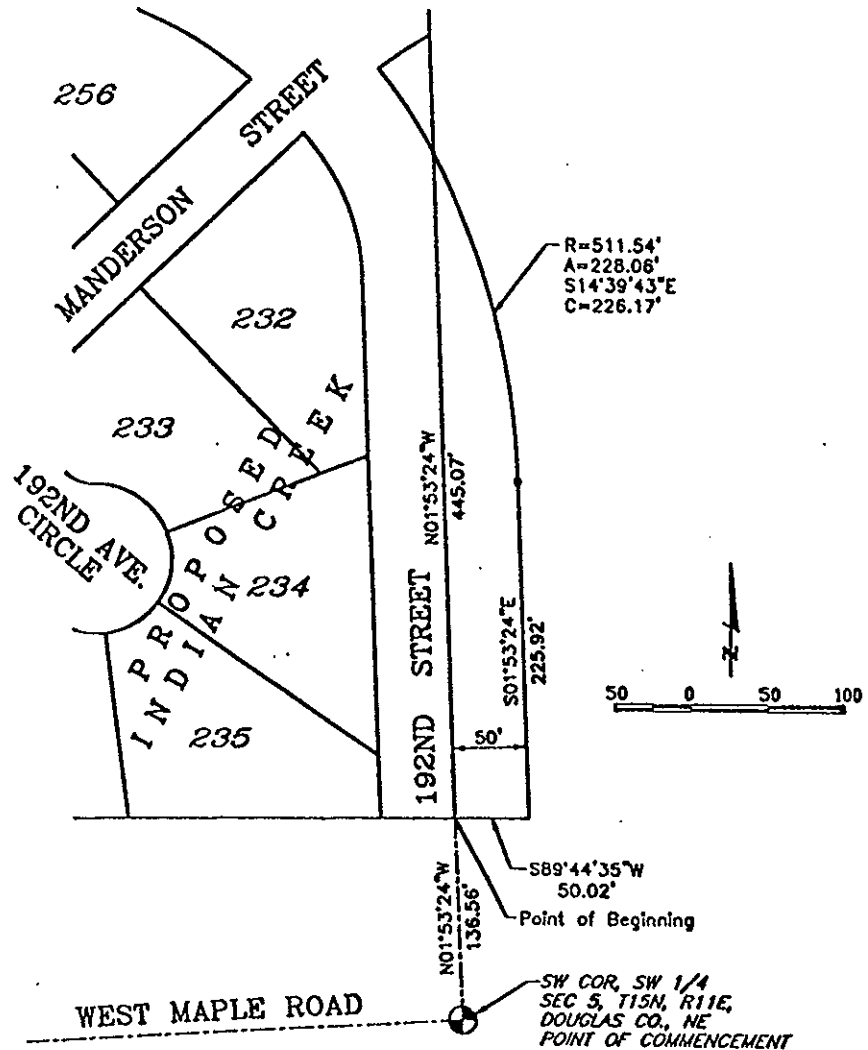
NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

LEGAL DESCRIPTION

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 of Section 5;
 Thence North 01°53'24" West (bearings referenced to the Nebraska State Plane System, NAD 1983) for 136.56 feet along the west line of the said Southwest Quarter of Section 5 to the north right of way line of West Maple Road (Highway 64) and the TRUE POINT OF BEGINNING;
 Thence continuing North 01°53'24" West for 445.07 feet along said west line;
 Thence along a non-radial curve to the right (having a radius of 511.54 feet and a long chord bearing South 14°39'43" East for 228.17 feet) for an arc length of 228.06 feet;
 Thence South 01°53'24" East for 225.92 feet parallel with and 50.00 feet east of the said west line of the Southwest Quarter of Section 5 to the said north right of way line of West Maple Road;
 Thence South 89°44'35" West for 50.02 feet to the Point of Beginning.
 Contains 18688 square feet.

SW SW



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lamp, rynearson & associates, inc.
 engineers surveyors planners

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omaha, nebraska 68164-1979

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