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RECEIVED

Oct 21 3 20 PM '96

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

PERMANENT DRAINAGE WAYS, SEWER AND RIGHT-OF-WAY GRADING 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, sewers and public right-of-way grading 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 written approval of the GRANTEE, which will not be unreasonably withheld. Any trees, grass or shrubbery placed on said easement area 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, 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 GRANTOR including the making of all necessary 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 the right-of-way grading easement shall be for the purpose of grading to match the easement property to street grade. 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

Debbu

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FEE	15.00	R 5-15-11	FB01-60000
DEL		C/O	COMP
LEGAL PG		SP	FV

IN WITNESS WHEREOF, GRANTOR has executed this easement this 16th day of OCTOBER, 1996.

GRANTOR: Helen Boland

Helen Boland

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 16th day of OCTOBER 1996 by Helen Boland.



Clayton Byam

Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"

LEGAL DESCRIPTION

A Permanent Easement for Grading, Drainage and Sewers Over the West Twenty foot (20') of the South Fifty foot (50') of the North 205 foot of the Southwest Quarter of Section 5, Township 15 North, Range 11 East, Douglas County Nebraska

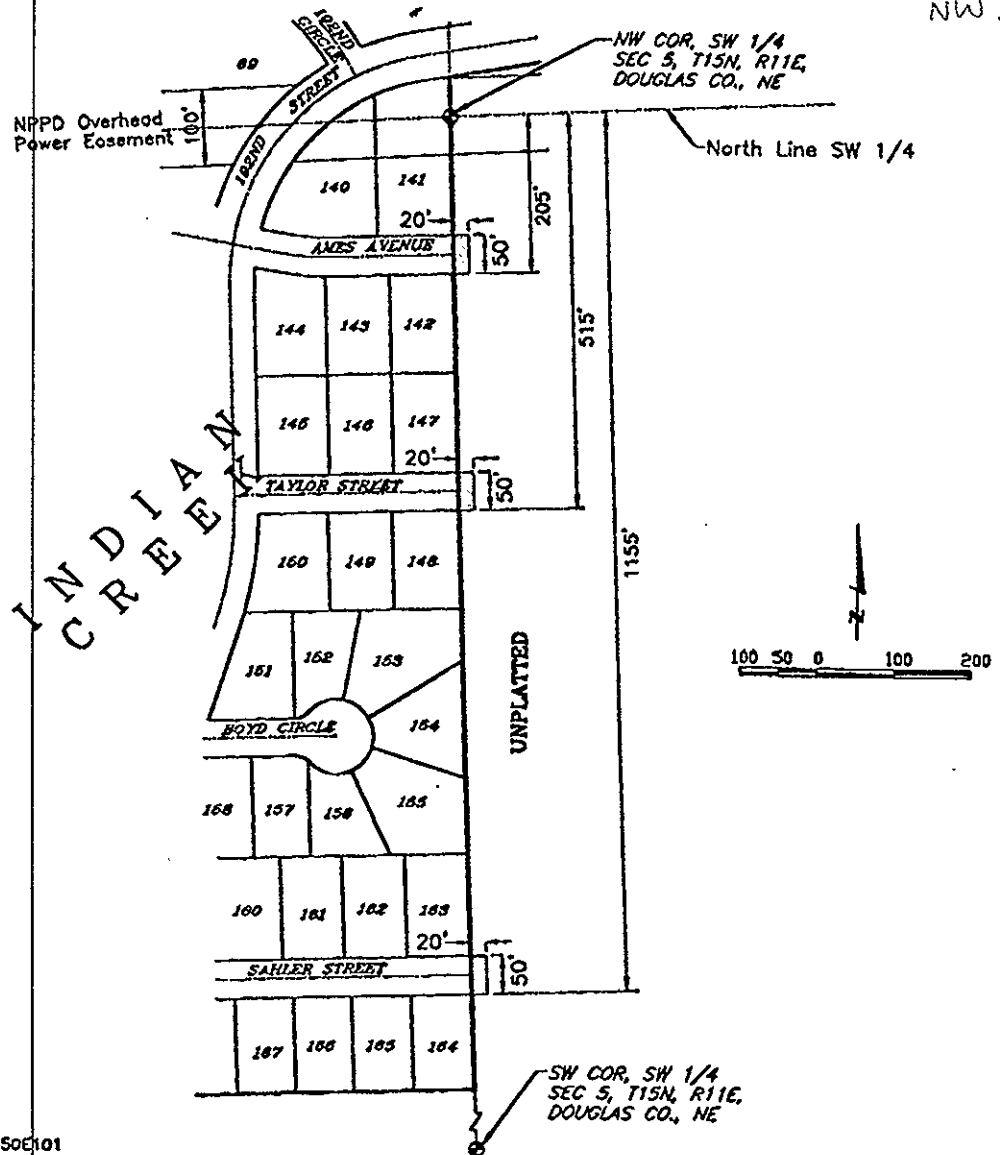
NW SW

and
A Permanent Easement for Grading, Drainage and Sewers Over the West Twenty foot (20') of the South Fifty foot (50') of the North 515 foot of the Southwest Quarter of Section 5, Township 15 North, Range 11 East, Douglas County Nebraska

NW SW

and also
A Permanent Easement for Grading, Drainage and Sewers Over the West Twenty foot (20') of the South Fifty foot (50') of the North 1,155 foot of the Southwest Quarter of Section 5, Township 15 North, Range 11 East, Douglas County Nebraska

NW SW



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Book _____ Page _____ Date 9-9-96 Dwn.By PWB Job Number 94050-6162



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