

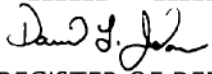
NEBRASKA DOCUMENTARY  
STAMP TAX

Sep 18, 2017

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FILED  
CASS COUNTY, NE.

2017 Sep 18 AM 08:10  
Bk 124 OF GEN PG 408

  
REGISTER OF DEEDS  
#04310 \$28.00

**TEMPORARY CONSTRUCTION AND PERMANANT DRAINAGE**

*KNOW ALL MEN BY THESE PRESENTS:*

THAT ROBERT M. MINK and ROBERTA J. MINK, husband and wife, hereinafter referred to as GRANTOR (whether one or more) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, on the property described below; does hereby donate, grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 1 OF CASS COUNTY, NEBRASKA, a Nebraska political subdivision, hereinafter referred to as SID, a permanent easement for the right to construct, maintain and operate drainage facilities and appurtenances thereto, in, through and under the parcel of land described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO  
PERMANENT EASEMENT LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto the SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said drainage facilities at the will of the SID. The GRANTOR may, following construction of said drainage facilities continue to use the surface of the easement strip conveying hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements or other structures, nor any grading, fill or fill material or embankment work, shall be placed in, on, over or across said easement strip by GRANTOR, his, her or their heirs, personal representatives, successors and assigns without express approval of the SID. Improvements which may be approved by the SID include landscaping, road and/or street surfaces, parking area surfacing and/or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his, her or their heirs, personal representatives, successors or assigns.

2. That the SID will replace or rebuild any and all damage to improvements caused by the SID exercising its rights of constructing, inspecting, maintaining or operating said drainage facilities.

3. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction and work.

4. That the SID shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition.


5. That said GRANTOR for himself, herself or themselves and his, her or their heirs, executors and administrators does or do confirm with the said SID and their assigns, that he, she or they, the GRANTOR is or are well seized in fee of the above-described property and that he, she or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he, she or they will, and his, her or their heirs, executors and administrators, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.


6. That said easement is granted upon the condition that the SID may 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.

7. The SID reserves the absolute right to terminate this permanent easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

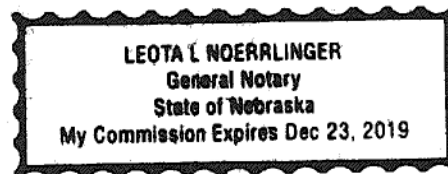
8. That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, between the GRANTOR and the SID or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the SID or their agents or employees, except as are set forth herein (if applicable).

IN WITNESS WHEREOF said GRANTOR has hereunto set his, her, their or its hand or hands this 28 day of August, 2017.

  
Robert M. Mink

  
Roberta J. Mink

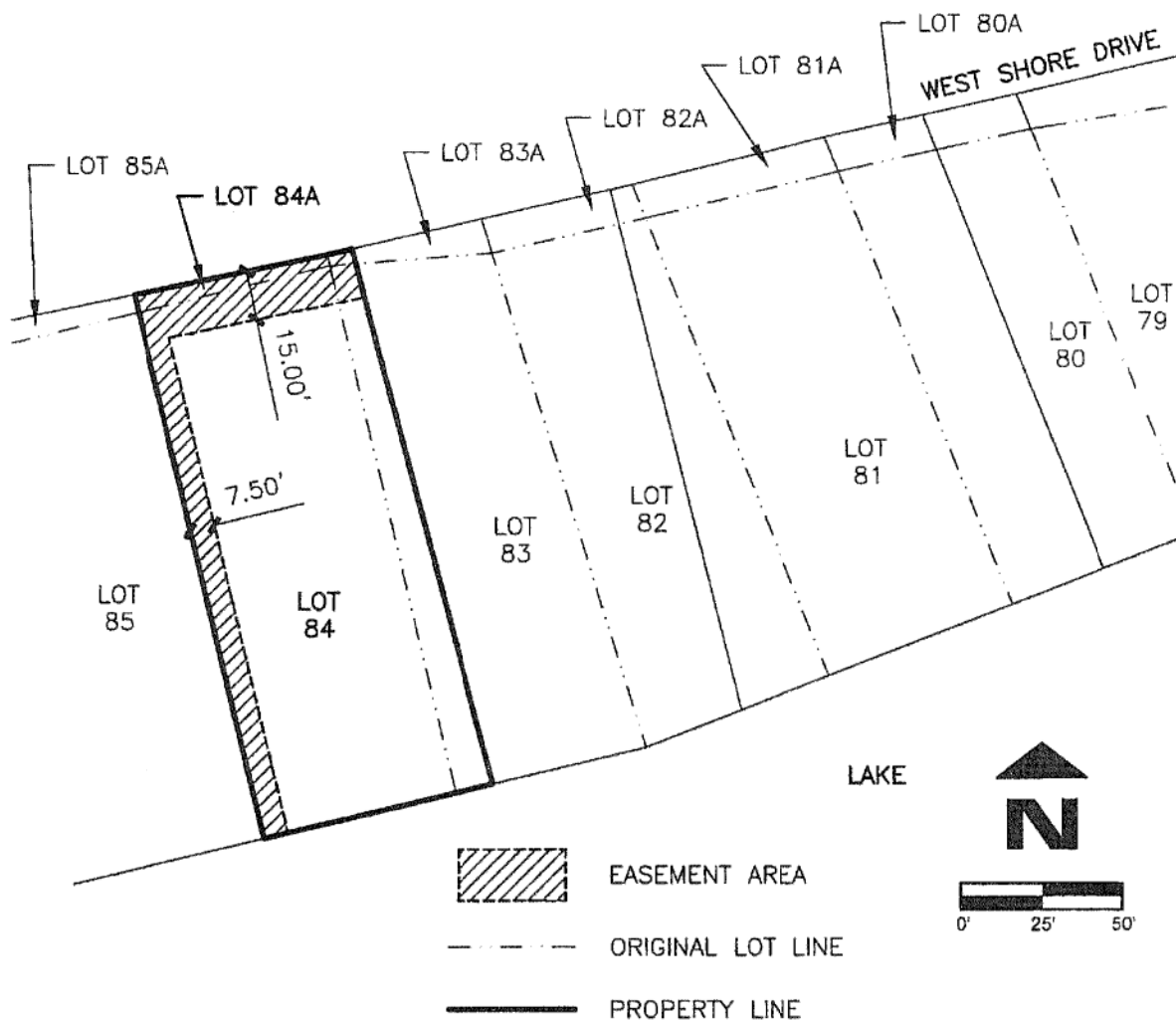
STATE OF NEBRASKA     )  
  ) ss.:  
COUNTY OF Cass     )



On this 28<sup>th</sup> day of August, 2017, before me, the undersigned, a Notary Public in and for said County, personally came Robert M. Mink and Roberta J. Mink, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Cass in said County the day and year last above written.

Leota L. Noerrlinger  
Notary Public



### LEGAL DESCRIPTION - MINK PARCEL

THE NORTH 15.00 FEET IN WIDTH AND THE WEST 7.50 FEET IN WIDTH OF THE FOLLOWING DESCRIBED PARCEL OF LAND IN LAKE WA-CON-DA, A SUBDIVISION IN CASS COUNTY, NEBRASKA:

LOT 84, 84A, AND A FRACTIONAL PART OF LOTS 83 AND 83A, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NW CORNER OF LOT 84A;  
 THENCE EASTERLY, 67.57', TO A POINT 7.57' EASTERLY FROM THE NORTHEAST CORNER OF LOT 84;  
 THENCE SOUTHERLY, 168.47', TO A POINT ON THE SOUTHERLY LINE OF LOT 83;  
 THENCE WESTERLY, 71.81', TO THE SOUTHWEST CORNER OF LOT 84;  
 THENCE NORTHERLY, 165', TO THE POINT OF BEGINNING.



Job Number: 1636-101 EX2 REV  
 thompson, dreessen & dornier, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 f.402.330.5866  
 td2co.com

Date: 05/10/2017  
 Drawn By: MRS  
 Reviewed By: DHN  
 Revision Date:

**EXHIBIT "A"**

Book  
 Page