



MISC 2004115265



AUG 30 2004 13:10 P 6

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FEE <i>32.00</i>	FB <i>00-11010</i>
BKP _____	C/O _____
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COMR <i>LS</i>	

Received - RICHARD TAKECHI  
 Register of Deeds, Douglas County, NE  
 8/30/2004 13:10:36.05  
  
 2004115265

## PERMANENT STORM & DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That ELKHORN HIGHLANDS, INC., a Nebraska corporation, hereinafter referred to as "GRANTOR", (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the SANITARY & IMPROVEMENT DISTRICT NO. 502 OF DOUGLAS COUNTY, NEBRASKA, hereinafter referred to as "SID", and to its successors and assigns, an easement for the right to construct, maintain and operate a storm & drainage system, and appurtenances thereto, along with the right to convey surface runoff waters in, through, over and under the parcels of land described as follows:

See Exhibits A, B, C, and D, attached.

TO HAVE AND TO HOLD unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating its system of storm & drainage system at the will of the SID. That Grantor may following construction of said sewers, continue to use the surface of the easement strip conveyed 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 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, its successors and assigns, without express approval of the SID. Improvements which may be approved by SID include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successor or assigns.
2. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said sewer, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
3. That 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. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.
4. That said GRANTOR for itself and its successors and assigns, do confirm with the said SID and its assigns, that it, the GRANTOR is well seized in fee of the above-described property and that it will have the right to grant and convey this easement in the manner and form aforesaid, and that it will, and his or their successors and assigns, 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.

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5. That said easement is granted upon the condition that the SID 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.

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 SID or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said GRANTOR has executed this easement this 8<sup>th</sup> day of April, 2004.

ELKHORN HIGHLANDS, INC.,  
a Nebraska corporation,

By: Melvin Sudbeck  
President

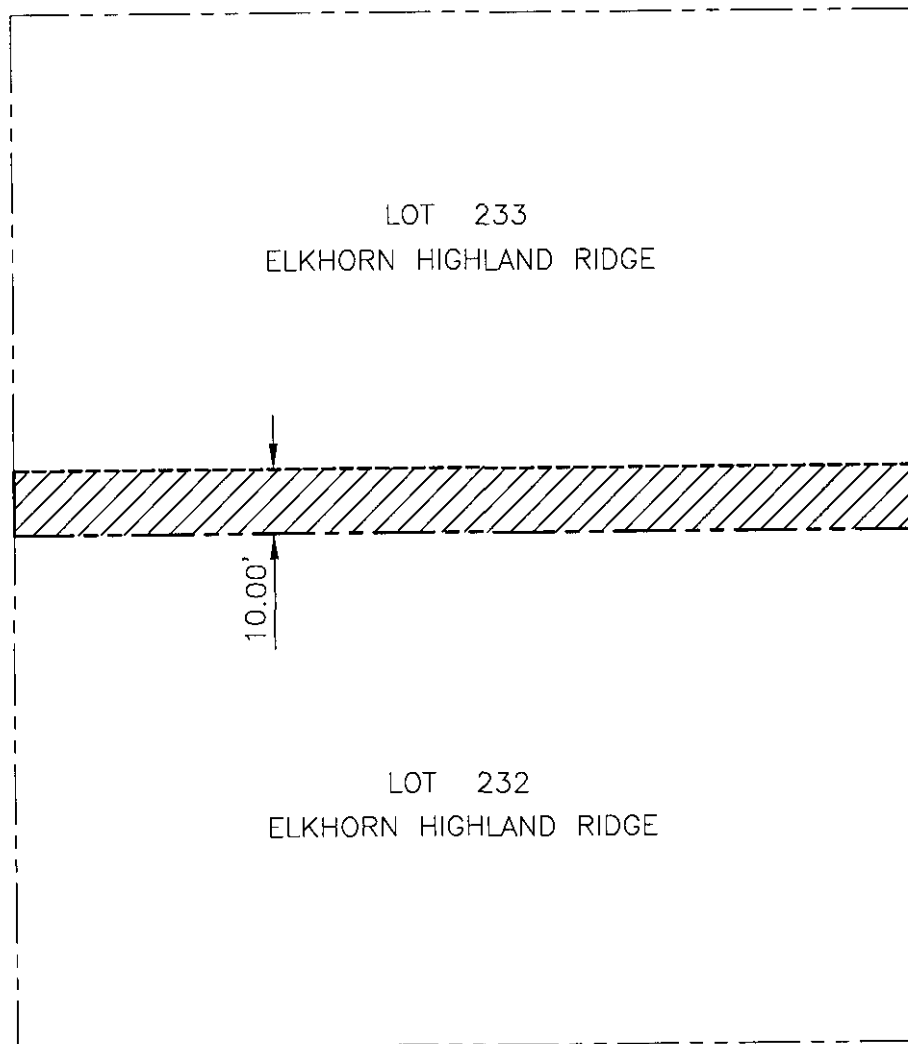
STATE OF NEBRASKA     ]  
COUNTY OF DOUGLAS   ]SS:

On this 8<sup>th</sup> day of April, 2004, before me, a Notary Public in and for said County and State, personally appeared Melvin Sudbeck, President for Elkhorn Highlands, Inc., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.



Marilyn Kuehl  
Notary Public



SCALE:  
1" = 30'

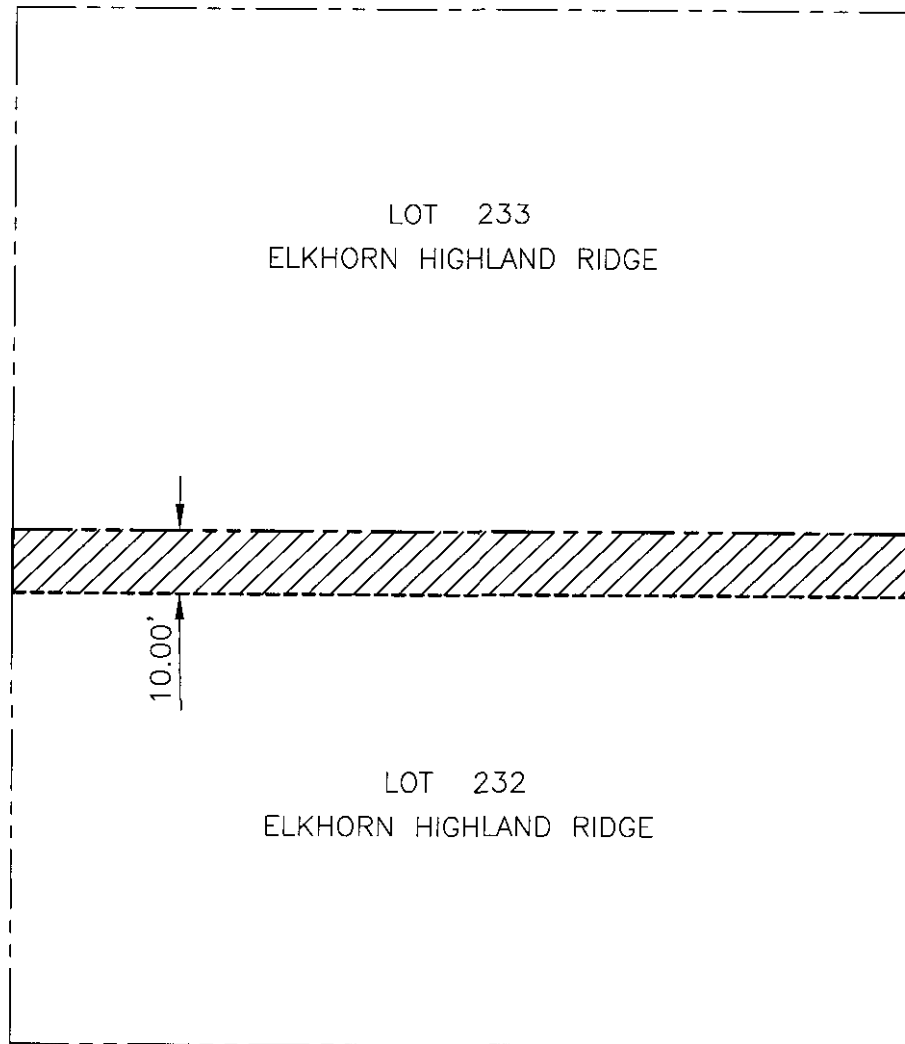
## LEGAL DESCRIPTION

THE SOUTH 10.00 FEET OF LOT 233, ELKHORN HIGHLAND RIDGE, A  
SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

**S.I.D. NO. 502,**  
**DOUGLAS COUNTY, NEBRASKA**      **TD2 FILE NO.: 1309-101-EX7**      **DATE: SEPTEMBER 30, 2003**  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

**EXHIBIT A**

1 8 9<sup>th</sup> S T R E E T



SCALE:  
1" = 30'

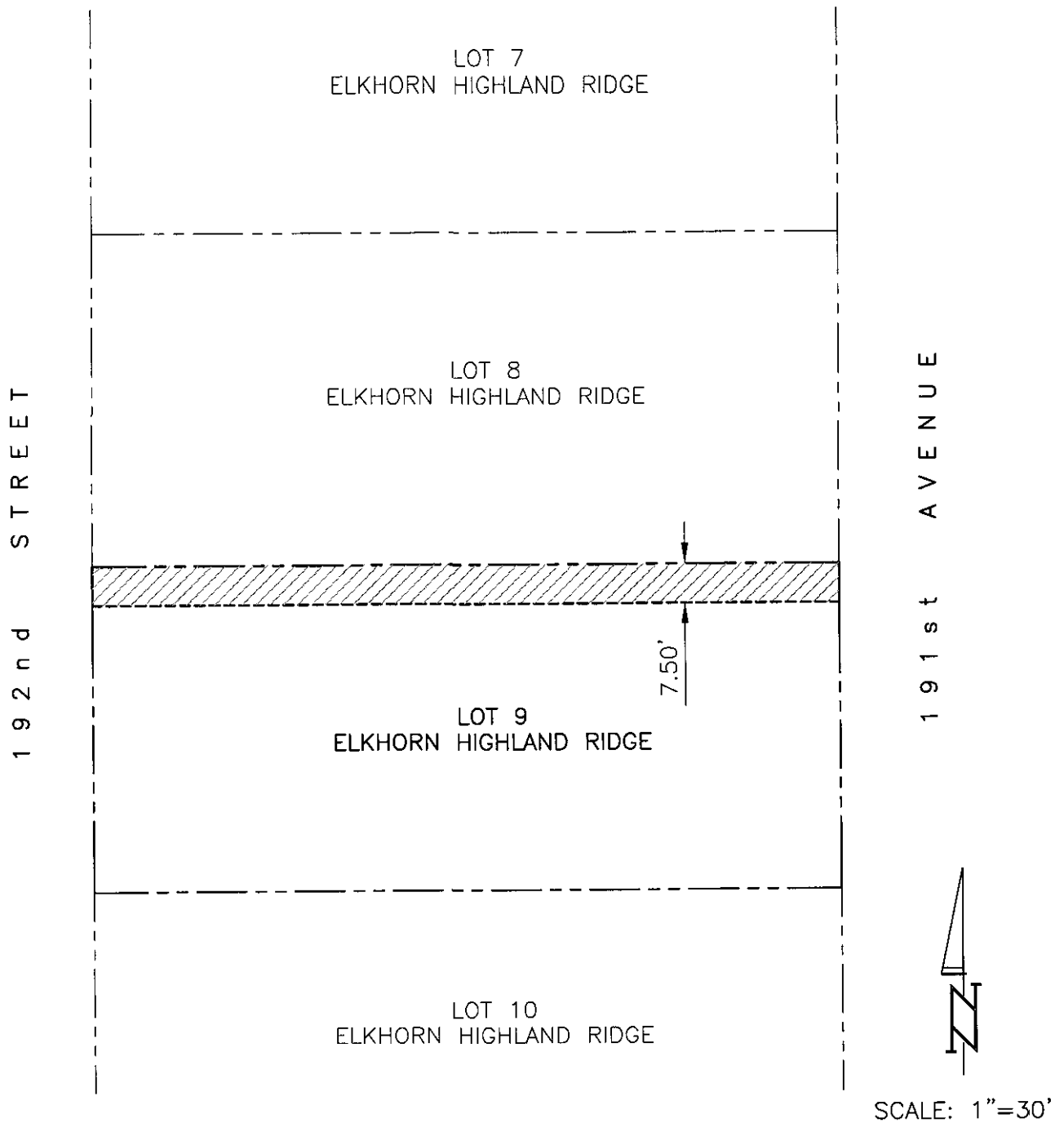
## LEGAL DESCRIPTION

THE NORTH 10.00 FEET OF LOT 232, ELKHORN HIGHLAND RIDGE, A  
SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

**S.I.D. NO. 502,**  
**DOUGLAS COUNTY, NEBRASKA**      **TD2 FILE NO.: 1309-101-EX6**      **DATE: SEPTEMBER 30, 2003**  
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

**EXHIBIT B**

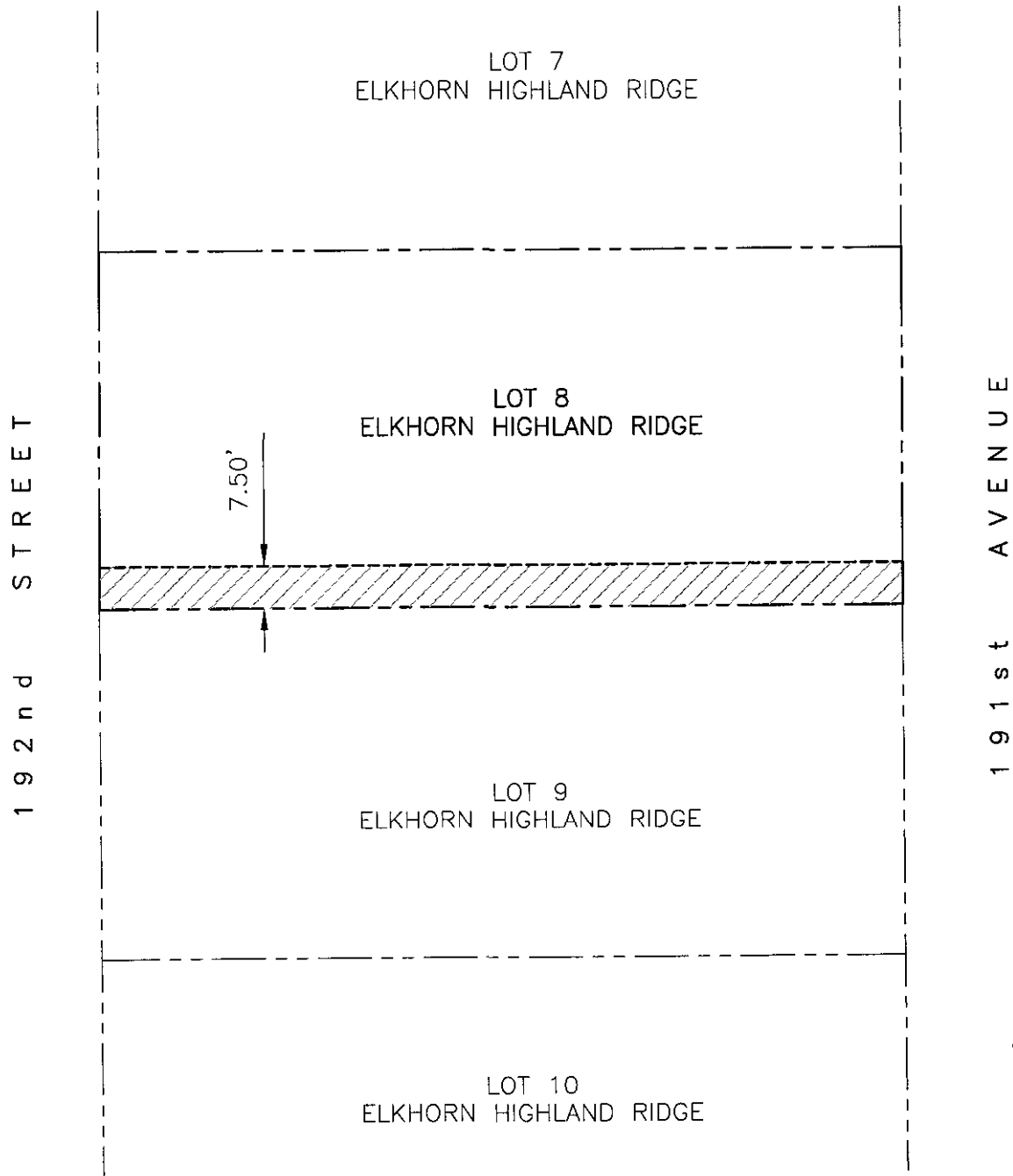
**EXHIBIT C**



**LEGAL DESCRIPTION**

THE NORTH 7.50 FEET OF LOT 9, ELKHORN HIGHLAND RIDGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

**EXHIBIT D**



SCALE: 1"=30'

**LEGAL DESCRIPTION**

THE SOUTH 7.50 FEET OF LOT 8, ELKHORN HIGHLAND RIDGE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.