



MISC 2006135458

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NOV 29 2006 14:23 P 5

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C/O \_\_\_\_\_ COMP \_\_\_\_\_  
SCAN \_\_\_\_\_ FV \_\_\_\_\_

[The Space Above Line is for Recording Data]  
PERMANENT SIDEWALK EASEMENT

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/29/2006 14:23:11.65



2006135458

KNOW ALL MEN BY THESE PRESENTS:

THAT CEDEVCO, INC, a Nebraska corporation and CELEBRITY HOMES, INC., a Nebraska corporation, hereinafter collectively 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 and sufficiency of which is hereby acknowledged, does hereby grant and convey unto and Sanitary and Improvement District No. 514 of Douglas County, Nebraska, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right, but not the obligation, to install, maintain and operate a pedestrian sidewalk, and appurtenances thereto, over, in, through and under the parcel of land legally described as follows:

See 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 inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, 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, its successors and assigns without express written approval of Grantee. Improvements which may be placed across said easement strip by Grantor include, landscaping, so long as such Improvements do not interfere with pedestrian traffic. Any such improvements, including any trees, grass or shrubbery placed on said easement, shall be maintained by the owner of the above-described burdened property
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.
4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, a pedestrian sidewalk, and related appurtenances in the easement area. Grantee warrants

FULLENKAMP, DOYLE & JOBEUN  
11440 WEST CENTER ROAD  
OMAHA, NEBRASKA 68144-4482

✓ 35925

that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of said Improvements shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns.

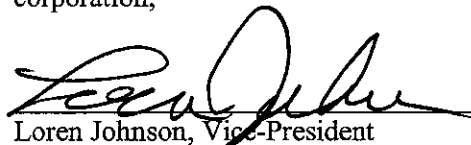
5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

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

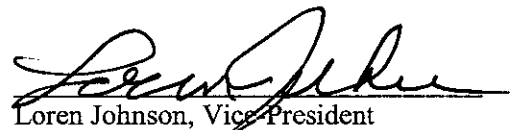
7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 10 day of November 2006

GRANTOR:  
CEDEVCO, INC., a Nebraska  
corporation,

  
Loren Johnson, Vice-President

CELEBRITY HOMES, INC., a  
Nebraska corporation,

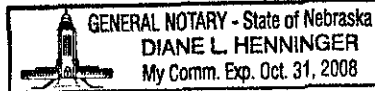
  
Loren Johnson, Vice-President

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 10 day of November, 2006 by Loren Johnson, Vice-President on behalf of Cedeveco, Inc, a Nebraska corporation.

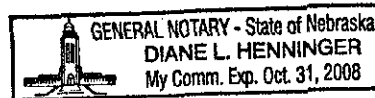
*Diane L. Henninger*  
Notary Public

STATE OF NEBRASKA     )  
  )ss.  
COUNTY OF DOUGLAS    )



The foregoing instrument was acknowledged before me this 10 day of November, 2006 by Loren Johnson, Vice-President on behalf of Celebrity Homes, Inc, a Nebraska corporation.

*Diane L. Henninger*  
Notary Public



# EXHIBIT "A"

## LEGAL DESCRIPTION:

OWNERSHIP:

CEDEVCO, INC. *AND CELEBRITY HOMES, INC.*

WARRANTY DEED:

INSTRUMENT NO.

2004-167683

A PERMANENT 8.00 FOOT WIDE SIDEWALK ~~AND FENCE~~ EASEMENT LOCATED IN LOTS 48 THRU 65 INCLUSIVE, HARRISON PARK, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 65, HARRISON PARK, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF "Y" STREET, AND THE EAST RIGHT-OF-WAY LINE OF 192ND STREET; THENCE N87°17'30"E ALONG THE NORTH LINE OF SAID LOT 65, HARRISON PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF "Y" STREET, A DISTANCE OF 8.00 FEET; THENCE S01°40'25"E, A DISTANCE OF 1018.16 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 48, HARRISON PARK, SAID LINE ALSO BEING THE NORTH LINE OF LOT 47, SAID HARRISON PARK; THENCE S88°19'45"W ALONG SAID SOUTH LINE OF LOT 48, HARRISON PARK, SAID LINE ALSO BEING SAID NORTH LINE OF LOT 47, HARRISON PARK, A DISTANCE OF 8.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 48, HARRISON PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 47, HARRISON PARK, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 192ND STREET; THENCE N01°40'25"W ALONG THE WEST LINE OF SAID LOTS 48 THRU 65 INCLUSIVE, HARRISON PARK, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 192ND STREET, A DISTANCE OF 1018.01 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 8.00 FOOT WIDE SIDEWALK ~~AND FENCE~~ EASEMENT CONTAINS AN AREA OF 8,145 SQUARE FEET OR 0.187 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR EASEMENT DRAWING



**E&A CONSULTING GROUP, INC.**

ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

Drawn by: JNT

Chkd by: *wac 8-4-06*

Chkd by: \_\_\_\_\_

Job No.: 2002168.01

Date: 07/28/2006

SHEET 2 OF 2

PERMANENT 8.00 FOOT WIDE  
SIDEWALK ~~AND FENCE~~ EASEMENT

LOTS 48 THRU 65, HARRISON PARK  
DOUGLAS COUNTY, NEBRASKA

# EXHIBIT "A"

N87°17'30"E  
8.00'

"Y" STREET

POINT OF BEGINNING

65

64

63

62

61

60

59

58

57

56

55

54

53

STREET

192ND

N01°40'25"W 1018.01'

S01°40'25"E 1018.16'

TERRACE

191ST

HARRISON PARK

MATCHLINE

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