

JUN 24 2011 11:49 P





#### WARRANTY DEED

76-201) in Douglas County, Nebraska: following described real estate (as defined in Neb. Rev. Stat. Trustees of the Delten W. Andresen Revocable Trust, acknowledged, consideration, DELTEN W. in consideration of One Dollar (\$1.00) and other valuable convey to DELTEN W. ANDRESEN and TERI P. ANDRESEN, ANDRESEN and TERI P. ANDRESEN, Husband and Wife, receipt O Hi which consideration Grantees, S. hereby

The North 17 feet of the South 150 feet of the  $\gamma \omega / \zeta \kappa$  East 192 feet of the West 280 feet of the West  $\gamma \omega / \zeta \kappa$  1/2 of the Southwest 1/4 of Section 9, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska

Grantors covenant with Grantees that Grantors:

- from Ë record, encumbrances, lawfully and all subsequent taxes; seized of excepting restrictions, reservations, easements the real estate and that j.
- 2) power and lawful authority φ convey same;
- the ω) lawful claims of all persons. warrant and will defend the title to the real estate against

Executed: June 13, 2011

Delten W. Andresen

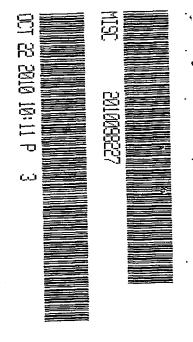
Heri P. Andresen

STATE OF NEBRASKA) SS COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on June 13, 2011 by DELTEN W. ANDRESEN and TERI P. ANDRESEN, Husband and Wife, Grantors.

GENERAL NOTARY - State of Nebrasida JOSEPH C. BYAM My Comm. Eqn. Nov. 30, 2014

Modern Public



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BIO 9-15-11 CO COMP

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Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 107202010 10:11:25:39

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FOR BAL

Return To: LARRY DENTON

Check Number

# TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT

THIS AGREEMENT, made this \_\_\_\_day of July, 2010 between <u>Delten W. Andresen</u>, hereinafter referred to as "Grantor", <u>and **SID 495, DOUGLAS COUNTY, NE.**, hereinafter referred to as "Grantees", WITNESSETH:</u>

THAT, said Grantor in consideration of the sum of Ten Thousand and no one-hundreds Dollars (\$10,000) and other valuable consideration, does or do hereby grant and confirm unto said Grantees, and its successors and assigns, the right to use the parcel of land described as follows:

#### See Attached Exhibit

This easement runs with the land and terminates thirty (30) days after the improvements are completed or May 1, 2011, whichever occurs earlier.

Said easement is granted for construction of a sanitary outfall sewer for SiD 495, Manchester Ridge upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including, but not limited to, existing ground cover, trees and shrubs within the easement area as necessary for construction. Specifically, the following items are conditions of the granting of this easement:

- Topsoil will be stockpiled and respread after construction of the sewer.
- Work will not be initiated until crops are harvested in the fall of 2010 and work is to be completed prior to planting in the spring of 2011.

This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said Grantee and its assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that he or they will, and he or their heirs, executors and administrators shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons.

IN WITNESS THEREOF, said Grantor has or have hereunto set their hand and seal the day and year first above written.

Delten W. Andresen, Grantor assens Later FILED: AS IS

STATE OF NEBRASKA )SS
COUNTY OF DOUGLAS )
On this 12\_th day of 1\text{13.00e2\_\_\_\_\_, 2010, before me, a Note

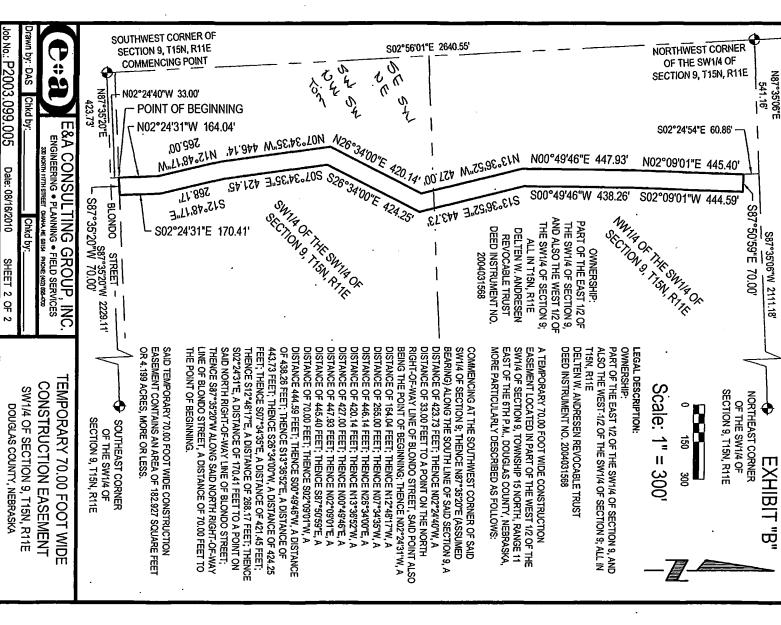
On this 12 th day of (X to bec. 2010, before me, a Notary Public in and for said County and State, personally appeared Delten W. Andresen, who executed the above and foregoing easement and acknowledged the execution thereof to be his voluntary act and deed.

NOTARY PUBLIC

My Commission expires MAN 23, 2014

A SCHEMI, MOTARY State of Reports
LESSLIE PREACE
ANY COMMITTED MAY 23, 2014

RENEW TO: LARRY DENTO D EACG-1



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JUN 23 2005 09:11 P 3

## PERMANENT AND TEMPORARY CONTRUCTION EASEMENTS



THIS INDENTURE, made this 17 day of ALLYLL , 2005 between DELTEN W. ANDRESEN and TERI P. ANDRESEN, Trustees of the Delten W. Andresen Revocable Trust, and their successors in trust, ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

#### WITNESS:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

Tracts of land in both the SE ¼ and SW ¼ of the SW ¼ of Section 9, Township 15 North, Range 11 East of the 6<sup>th</sup> P.M. in Douglas County, Nebraska and described as follows:

### PERMANENT EASEMENT

The north 17 feet of the south 50 feet of the west 200 feet of the SE 1/4 of the SW 1/4 and the north 17 feet of the south 50 feet of the east 250 feet of the SW 1/4 of the SW 1/4 of Section 9-15-11 abutting the north right-of-way line of Blondo Street.

This permanent easement contains 0.18 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

### TEMPORARY EASEMENT

The north 30 feet of the south 80 feet of the west 200 feet of the SE ¼ of the SW ¼ and the north 30 feet of the south 80 feet of the east 250 feet of the SW ¼ of the SW ¼ of Section 9-15-11.

This temporary easement contains 0.31 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

 The Grantors and their successors and assigns shall not <u>at any time</u> erect, construct or place on or below the surface of the <u>permanent easement</u> any building or structure, except pavement or a similar covering, and shall not permit anyone else to do assigns. Easements d HAVE AND s to Grantee, TO HOLD said Permanent and Temporary Construction Metropolitan Utilities District of Omaha, its successors and

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so, and, with respect to the <u>temporary construction easement</u>, the same prohibitions apply <u>during the effective period of this temporary conveyance</u>, which effective period shall commence upon the date of execution hereof and cease after completion of the project and restoration work contemplated herein.

\* : <sub>\*\*</sub>

- The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
- Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.
- 4. The Grantors are the lawful possessors of this real estate; have good, right and lawful authority to make such conveyance; and Grantors and their successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

Easements to be signed on the above date. IN WITNESS WHEREOF, Grantors execute this Permanent and Temporary

DELTEN W. ANDRESEN and TERI.P. ANDRESEN, Trustees of the Delten W. Andresen Revocable Trust, Grantors

By: Delten W. Andresen, Trustee

y: Au F. Controller No.

#### <u>ACKNOWLEDGMENT</u>

	This instrument was acknowledged before me c by Delten W. Andresen, Trustee, on behalf of the trust.	COUNTY OF DOUGLAS )	WIAIE OF NEBRASKA )
)	This instrument was acknowledged before me on _ ten W. Andresen, Trustee, on behalf of the trust.	ď	
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_	2005 _		

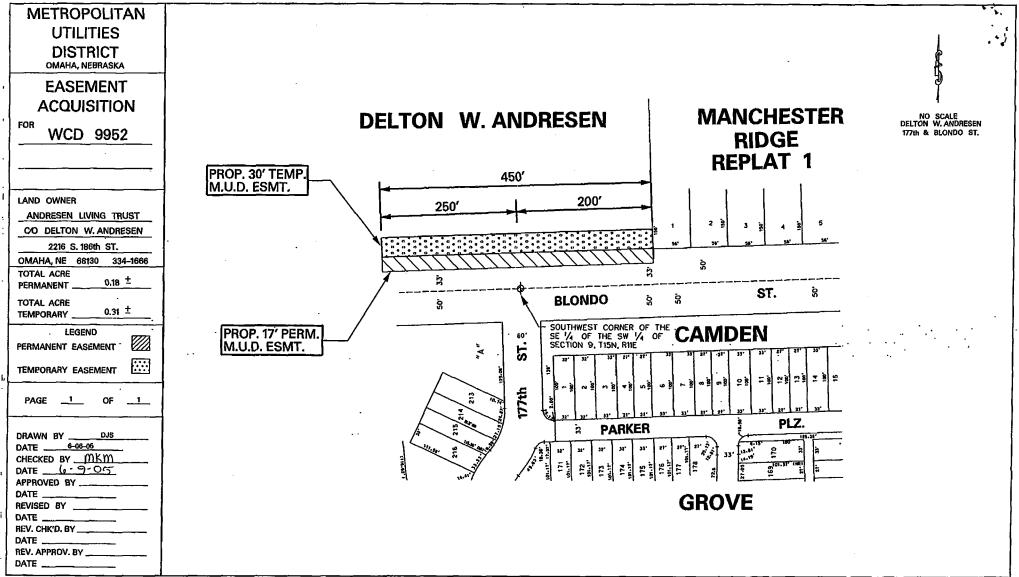
<u>ACKNOWLEDGMENT</u>

STATE OF NEBRASKA ) ss COUNTY OF DOUGLAS )

This instrument was acknowledged before me on by Teri P. Anderesen, Trustee, on behalf of the trust.

A GENERAL NOTATY - State of Nebrata JUDITH K. SUAFFOHD My Comm. For Level 1, 2017

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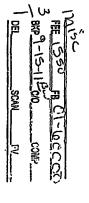
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filid: As received

Received - DIANE L. BATTIATO Respirer of Decks, Douglas County, NE (10/22/2010 10/11/17/26

PERMANENT SEWER EASEMENT

# KNOW ALL MEN BY THESE PRESENTS:

THAT DELTEN W. ANDRESEN, hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum on the property described below; does hereby donate, grant and convey unto the City of Omaha, Nebrusku, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, and Sanitary and Improvement District Number 495, of Douglas County, Nebrusku, hereinafter referred to as S&ID, a permanent easement for the right to construct, maintain and operate sewers (either for storm or sanitary purposes), drainage structures, and/or drainage way, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

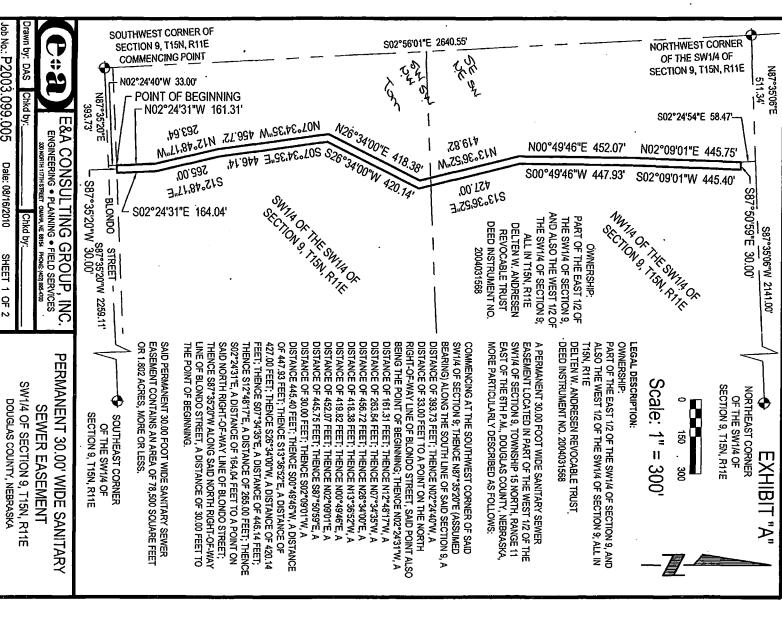
# SEE ATTACHED EXHIBIT "A" PERMANENT EASEMENT LEGAL DESCRIPTION

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, and S&ID together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining, operating, repairing or replacing said sewers, drainage structures, and/or drainage way at the will of the CITY. The GRANTOR may, following construction of said sewers, drainage structures, and/or drainage way continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY and S&ID to use the same for the purposes herein

### It is further agreed as follows:

- =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 or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY 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 heirs, successors or assigns.
- છ rights of inspecting or maintaining said compensated for by CITY. That CITY or S&ID will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting or maintaining said sewer, except that damage to, or loss of trees and shrubbery will not be
- ယ This permanent sewer easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and S&ID and any of said construction and work.
- 4 That CITY or S&ID 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.
- জ That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and S&ID and their assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this permanent sewer easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant and defend this permanent easement to said CITY or S&ID and its assigns against the lawful claims and demands of all persons. This permanent sewer easement runs with the land.
- 9 That said permanent sewer easement is granted upon the condition that the CITY or S&ID 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.
- The CITY 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 60 days after the execution of this Easement Agreement.

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∞ That this instrument contains the entire agreement of the parties; that there are no other or different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or S&ID or their agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or S&ID or their agents or employees, except as are set forth herein (if applicable):

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day of IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this Odeba \_ 2010. â

DELTEN W. ANDRESEN

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"FILED: AS IS

ACKNOWLEDGMENT

STATE OF NEBRASKA ) SS (

COUNTY OF DOUGLAS

On this 12 day of 0CAONE R. 2010 before me, a Notary Public, in and for said County, personally came the above named Delten W. Andresen, 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 for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal

#### BOOK 1588 CV239W

Felton & Wolf Company, Lincoln, Nebr

#### WARRANTY DEED

Maybelle Goul, widow; Ella Egan Kramer and Vollmer Kramer, wife and Marlene Andresen, single and Samuel R. and husband Egan, wife and husband; Louise herein called the grantor whether one more,

William Andresen

received from grantee,

does grant, bargain,

sell,

соп vey

and confirm

unto

in consideration of One Dollar and other valuable considerations

herein called the grantec whether one or more, .Douglas County, Nebraska: the following described real property in

Section 9, Townsnip ...
P.M., Douglas County, 9, Township 1 t of the East Half: 15 North, Range ll y, Nebraska. Southwest 1 East, of Quarter the Six Sixth

NEBRASKA DOCUMENTARY STAMP TAX JAN 2 6. 1978 200 JA ZZ

and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and that grantor is lawfully seised of said premises; that they are from encumbrance To have and to hold the above described premises together with all tenements, hereditaments and assigns

that grantor has good right and lawful authority to convey the same; and that grantor defend the title to said premises against the lawful claims of all persons whomsoever. said premises against the lawful claims of all persons whomsoever. warracts and will

Ella Maybell6 Louise Kramer May Dated Egan Goul August June was the 19 Vollmer Samuel R. Marlege Andresen Mar Ceres Howard. Kramer Egan tramer

STATE OF ASSET CALIFORNIA, County Hugele E

Before me, a notary' public qualified for said county, personally came

Marlene Andresen , single

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed. be his, her voluntary act and deed.

Witness my hand and notarial seed on .......August 19....74. Notary Public.

NOTARY PUBLIC-CALIF OFFICIAL SEAL NINA A. OKUJI COUNTY Sept. 21, 1976 ORNIA

> Му commission expires 21 1926

STATE 엵 California

County of white County his

Before me, a notary public qualified for said county, personally came Louise Kramer and Vollmer Kramer, wife and husband

the execution thereof to be his, her to be the identical person or or their voluntary signed the foregoing instrument and acknowledged and deed.

Witness

MARGARET I my hand and notarial VAUGHN commission expires 19.74 19...

STATE 엹 County

Before me, a notary public qualified for said county, personally came

Maybelle Goul,

'identical person who signed the foregoing instrument and acknowledged

My commission expires Notary Public 19.77 19.24

읶 NEBRASKA, COUNTY OF DOUGLAS:

Before Notary Public qualified for said County, personally came

Ella Egan and Samuel R. Egan, wife and husband

to be execution the identical persons who signed the thereof to be their voluntary act foregoing instr ry act and deed.

Witness my hand and notarial seal

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commission expires.

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NECESSES.

### WARRANTY DEED

husband William Andresen and wife and Vera Andresen,

berein called the grantor whether one or more

in consideration of One Doilar and other valuable considerations

Egan & received from S Marlene grantee, Egan, dees Andresen, single, s grant, b bargain, sell, convey & husband; Louise and confirm unto Maybelle G Kramer & Follmer Kramer, Goul, wife Widow; Ella

herein called the grantee whether etto ş the following described real property

A trac tract **2** 1587 Land in the County, East Half Nebraska: Southwest County, Quarter Section 9,

South particularly described thence west line line centerline of thence said feet; said South Southwest thence Section 9; 9 said the 20 north a Southwest line north follows: thence distance line Quarter said east along Quar feet Southwest Commenc P.M. of east Douglas 1,322,44 said distance point Quarter and being feet parallel a distance ţ Nebraska, 9 point .76 fee said feet 2 بــر و Section North-West the Township distance the said

and appurtenances thereto And the grantor does lawfully seised of said premises; that they and hold the belongin hereby 1g unto 8bove r covenant with 41 described premises grantee are free from grantee together and with all heirs encumbrance and tenements, assigns forever, hereditaments par assigns

title has good right and lawful authority to convey the same; and that grantor itle to said premises against the lawful claims of all persons whomsoever. claims of all persons Whomsoever warrants and ₩.

1974

Deed JIII 26 NEBRASKA, County of .. genglas (P r, neba. NEBRASKA DOCUMENTARY STAMP 26 1978 84 3 ...Dauglas... Wili 

Before me, a notary' public qualified for said county, personally

William Andresen and Vera Andresen, husband and wife,

Commission Expires M. Willess my hand and notarial seal NOTARY 1977 be his, her volun My commission Lary act and deed Notary Public

State of Nebraska

the execution thereof to

known to me to be the identical person

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persons who

the foregoing

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acknowledged

be discha entitled thereto as devisees under the will, if respective names as their respective distributive That upon p VHEREFORE 00 to Mariene Andresen O) to Louise sa undivided eal property remaining, to Mable upon the approval of the same by Feuline Andresen to Ella syment of the said costs of administ Tot Sec. 9 Two. 15, Range 11 Douglas Sec-Cirit 15, Range each William J. andresek Pinca Andresen IT IS ORDERED AND CONSIDERED hands the sum of \$ 3078.01 Paid of Twp: 15, | Range 11, Eagan \$605.00 and execution pay Gou 1 Steen and upon the return of Ed. Emna and rese N) the undivided proj sonal\_property one-half ft of Lot 8, Brack 2, Crawford's Emma Andresen) this Lelonging to said estate. Douglas Douglas ration, ortions which each has SH the proper vouc pay the Following named persons è The due this Court for costs of admi each one Emma Andresen and the erans found. the personal property belonging to said estate County, Nebr., The cash belonging to said estate County County Noon. tapproved as filed of hers and report of hi payment of the will specific with cottri, Andresen, Nebr., to Eums Andresen heretofore been found arrived Addn. his or her proportionst and Pauline to to 80 1 pequests William J. Andres the amounts , Elkhorn, Pauline gued to the co rt nistration the sum and Faultr Andresen set opposite œ′ Andresen charging реглом set out