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GEORGE J. SHIGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

3317 J DU-06364

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**GRANT OF EASEMENT  
PERMANENT SIDEWALK AND FENCE EASEMENT**

THIS Grant of Easement made this 11th day of March 1996, between CELEBRITY HOMES, INC. hereinafter referred to as "Grantor", in favor of SANITARY AND IMPROVEMENT DISTRICT NO. 380, DOUGLAS COUNTY, hereinafter referred to as the "SID" and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City" and the general public for sidewalk use .

THAT, said Grantor in consideration of the sum of One dollars (\$ 1.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto said SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit: (See Exhibit "A" attached hereto and made a part hereof for the description of said easement)
2. Grantor does hereby grant and confirm 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 a sidewalk and perimeter fence at the will of the SID. The Grantor may, following construction of said improvements, 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.
3. 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, his successors and assigns, without express approval of the SID. Improvements which may be approved by the SID includes landscaping. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.
4. That the SID will replace or rebuild any and all damage to improvements caused by the SID exercising its rights of inspecting, maintaining or operating said sidewalk and fence, except that, damage to or loss of trees, shrubbery or turf will not be compensated for by the SID.
5. This easement is also for the benefit of any contractor, agent, employee or representative of the SID and any of said construction work.
6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his 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.
7. 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 turf, crops, or trees within the easement area as necessary for construction.
8. 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 on the date first written above.

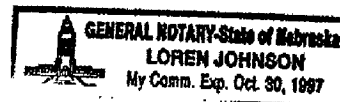
**CELEBRITY HOMES, INC.  
GALE L. LARSEN, PRESIDENT**

CELEBRITY HOMES, INC. by GALE LARSEN, PRESIDENT

STATE OF NEBRASKA     )  
  )SS  
COUNTY OF DOUGLAS    )

On this 11th day of March, 1996, before me, a Notary Public in and for said County and State, personally appeared Gale Larsen, President, Celebrity Homes, Inc., who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

Loren Johnson  
NOTARY PUBLIC



My Commission expires Oct. 30, 1997

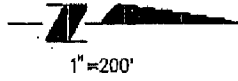
# EXHIBIT "A"

## 15' SIDEWALK AND FENCE EASEMENT

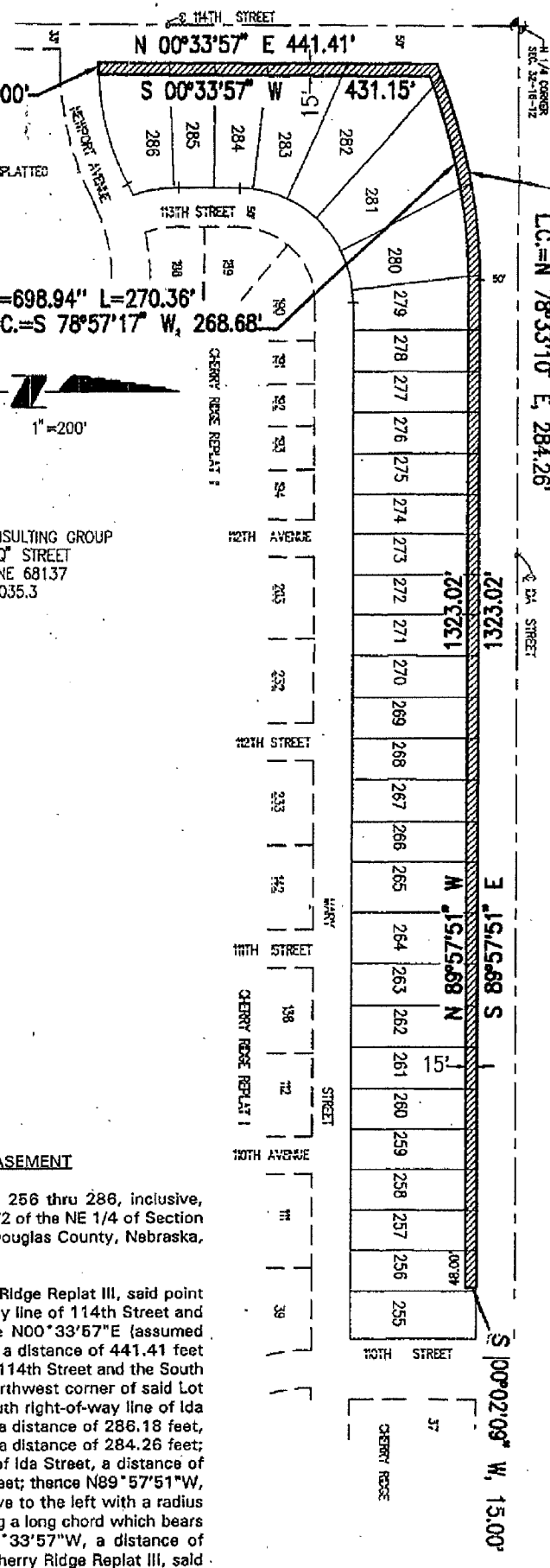
R=330.00' L=15.00'  
L.C.=S 89°15'47" W, 15.00'

R=698.94' L=270.36'  
L.C.=S 78°57'17" W, 268.68'

R= 713.94' L=286.18'  
L.C.=N 78°33'10" E, 284.26'



E&A CONSULTING GROUP  
12001 "Q" STREET  
OMAHA, NE 68137  
JOB #92035.3



### LEGAL DESCRIPTION PERMANENT SIDEWALK AND FENCE EASEMENT

A permanent 15.00 feet wide easement located in Lots 256 thru 286, inclusive, Cherry Ridge Replat III, a subdivision located in the North 1/2 of the NE 1/4 of Section 32, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 286, Cherry Ridge Replat III, said point also being the point of intersection of the East right-of-way line of 114th Street and the North right-of-way line of Newport Avenue; thence N00°33'57"E (assumed bearing) along said East right-of-way line of 114th Street, a distance of 441.41 feet to the point of intersection of said East right-of-way line of 114th Street and the South right-of-way line of Ida Street, said point also being the Northwest corner of said Lot 282, Cherry Ridge Replat III; thence Easterly along said South right-of-way line of Ida Street on a curve to the right with a radius of 713.94 feet, a distance of 286.18 feet, said curve having a long chord which bears N78°33'10"E, a distance of 284.26 feet; thence S89°57'51"E along said South right-of-way line of Ida Street, a distance of 1323.02 feet; thence S00°02'09"W, a distance of 15.00 feet; thence N89°57'51"W, a distance of 1323.02 feet; thence Southwesterly on a curve to the left with a radius of 698.94 feet, a distance of 270.36 feet, said curve having a long chord which bears S78°57'17"W, a distance of 268.68 feet; thence S00°33'57"W, a distance of 431.15 feet to a point on the South line of said Lot 286, Cherry Ridge Replat III, said point also being on said North right-of-way line of Newport Avenue; thence Westerly along said North right-of-way line of Newport Avenue on a curve to the right with a radius of 330.00 feet, a distance of 15.01 feet, said curve having a long chord which bears S89°15'47"W, a distance of 15.00 feet to the point of beginning.

Said easement containing an area of 0.702 acres, more or less.