

GRANT OF EASEMENT

PERMANENT SANITARY SEWER EASEMENT

This Grant of Easement made this 6th day of April 1993, between Celebrity Homes Inc. hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 380 of Douglas County, Nebraska, hereinafter referred to as "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".

THAT, said Grantor in consideration of the sum of Two dollars (\$ 200), 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 said sanitary sewer at the will of the SID. The Grantor may following construction of said sewer, 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 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, his successors or assigns.
4. 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.
5. 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.
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 crops, vines, trees within the easement area as necessary for construction.

Mark Westergard

Elliott & Assoc.

5316 S. 132nd St. Omaha 68137

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 this 6th day of April, 1993.

Yoon Lan

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

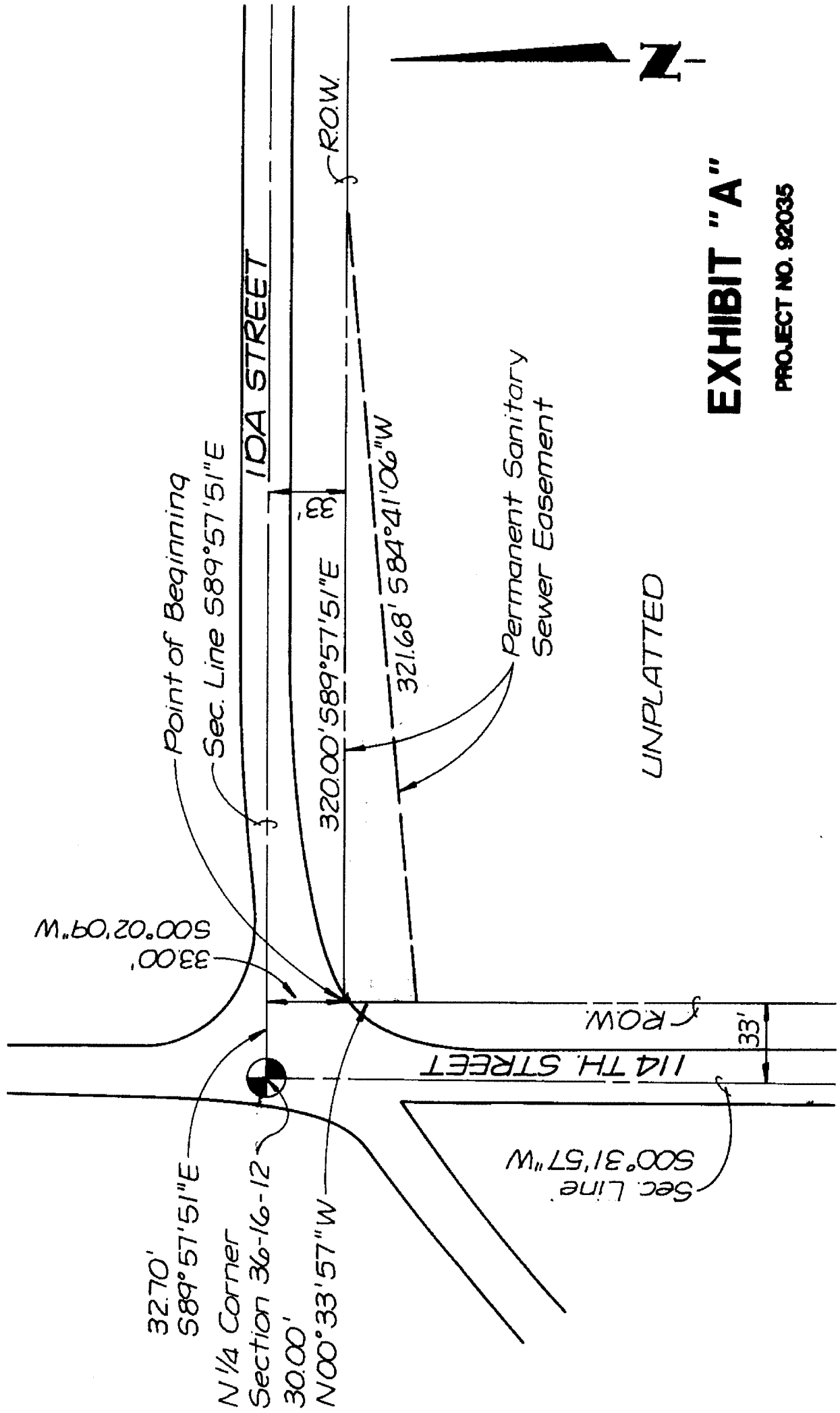
On this 6th day or APRIL 1993, before me, a Notary Public in and for said County and State, personally appeared Howard M. Tackett, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

Homer R. Hunt

NOTARY PUBLIC



My Commission expires _____



UNPLATTED

EXHIBIT "A"

PROJECT NO. 92035

LEGAL DESCRIPTION
PERMANENT SANITARY SEWER EASEMENT

A tract of land located in 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:

Commencing at the N 1/4 corner of said Section 32; thence S89°57'51"E (assumed bearing) along the North line of said Section 32, a distance of 32.70 feet; thence S00°02'09"W, a distance of 33.00 feet to the point of beginning, said point also being the point of intersection of the East right-of-way line of 114th street and the South right-of-way line of Ida Street; thence S89°57'51"E along said South right-of-way line of Ida Street, a distance of 320.00 feet; thence S84°41'06"W, a distance of 321.68 feet to a point on said East right-of-way of 114th Street; thence N00°33'57"W along said East right-of-way line of 114th Street, a distance of 30.00 feet to the point of beginning.

Said tract of land contains an area of 0.110 acres, more or less.

#92035
 4/8/93

NW 1/4

CASH 10864B BK 1070 R 32-16-12 ^{UP} FB 01-60000
 TYPE MIS PG 394-397 C/O _____ COMP 8 SCAN ✓
 FEE 20⁰⁰ OF MIS LEGL PG 397 MC _____ FV _____

RECEIVED
 MAY 5 2 37 PM '93
 GEORGE J. RUCLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE