



1125 639 MISC



09151 94 639-641

GRANT OF EASEMENT

PERMANENT SIDEWALK AND FENCE EASEMENT

This Grant of Easement made this 25 th day of July, 1994, 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" and also to the general public for sidewalk use only.

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 to the general public for the purpose of constructing, inspecting and maintaining or operating a ~~perimeter fence and~~ sidewalk at the will of the SID.
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 ~~fence and~~ sidewalk, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
5. That SID shall cause any disturbance of grade 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.

PERMANENT SIDEWALK AND FENCE EASEMENT
PAGE 2

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.
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 25 th day of July, 1994.

CELEBRITY HOMES, INC. by:

Gale L. Larsen
President

PRESIDENT, CELEBRITY HOMES, INC.

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 25 th day of July, 1994, before me, a Notary Public in and for said County and State, personally appeared Gale L. Larsen, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

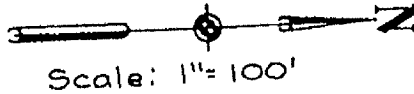
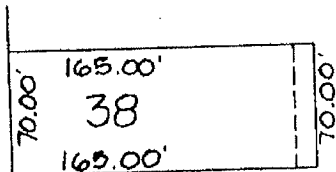


Loren Johnson
NOTARY PUBLIC

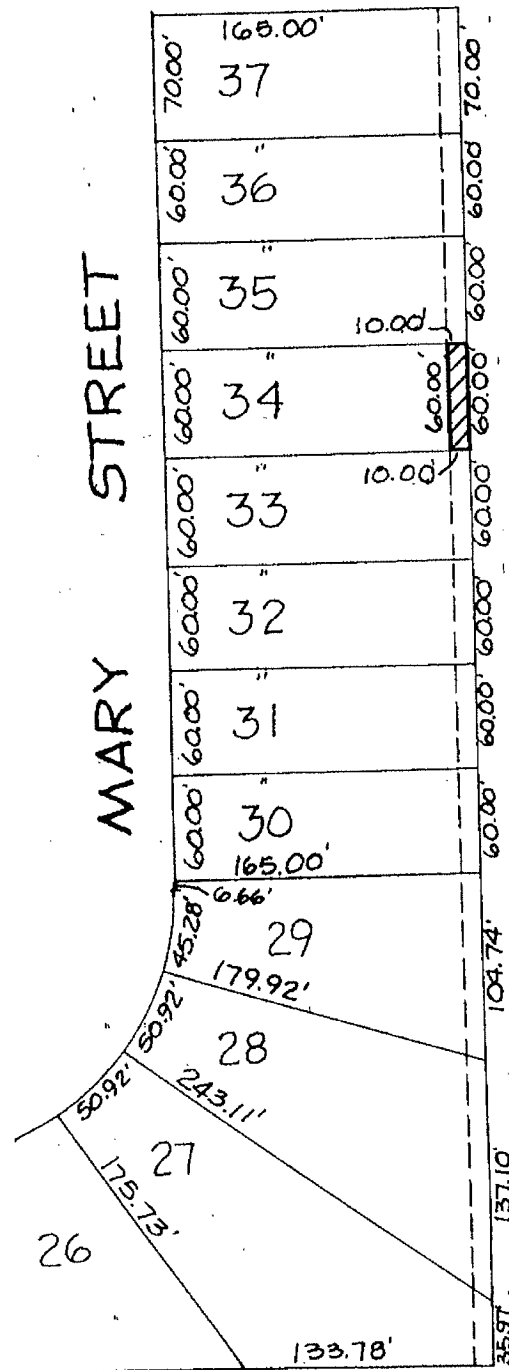
My Commission expires Oct 30, 1997.

EXHIBIT

10' SIDEWALK [REDACTED] EASEMENT



110TH STREET



The North 10.00 Feet of Lot 34, Cherry Ridge, 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.

B 9151

04-06345

FEE 15.50	RA Conf	FB
DEL	CO	COMP UP
LEGAL PG 104	BOOK 104	PAGE 104

LEGEND

Easement location

RECEIVED
 JUN 28 1 45 PM '94
 GEORGE J. BUSTLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

ELLIOTT & ASSOCIATES
 5316 SOUTH 132ND STREET
 OMAHA, NE 68137

#92035

MILITARY ROAD