



1125 642 MISC



09152 94 642-644

## 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:

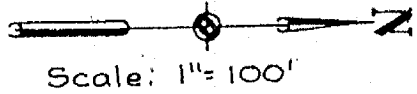
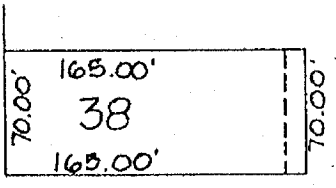
(See Exhibit "A" attached hereto and made a part hereof for the description of said easement)

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.



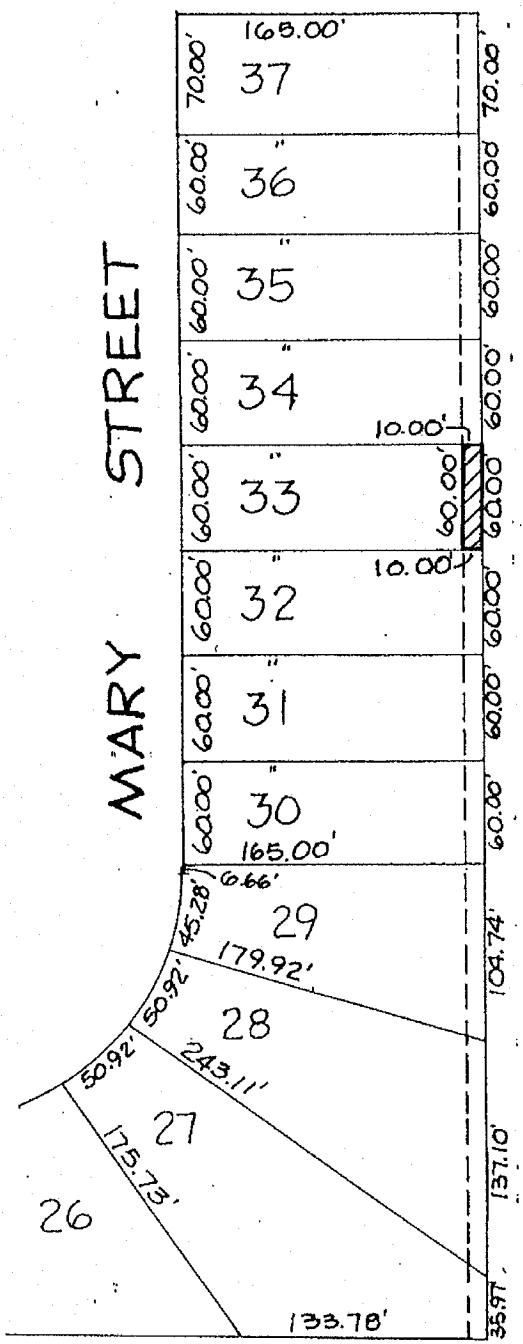
# EXHIBIT

## 10' SIDEWALK ██████████ EASEMENT



110<sup>TH</sup> STREET

The North 10.00 Feet of Lot 33, 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 6<sup>TH</sup> P.M., Douglas County, Nebraska.



### LEGEND

Easement location

B 9/52      01-06345  
 FEE 15.50 R 32,000 FB  
 DEL      CO      COMP VP  
 LEGAL AS 6/4/94

GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NE

JUL 28 1 46 PM '94

RECEIVED

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

#92035