

GRANT OF EASEMENT
PERMANENT SIDEWALK EASEMENT

81-69+

This Indenture and Grant of Easement made this _____ day of _____, between Edward E. and Kathleen L. Wilczewski

hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 257, 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".

WITNESSETH:

That said Grantors in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to Grantors in hand paid by said SID, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said SID and City and their assigns forever, the right to use, construct, build, maintain, repair and reconstruct a sidewalk together with all appurtenances, and other applicable equipment pertaining to any sidewalk, in, the parcel of land described as follows,

to-wit:

Permanent Sidewalk Easements in Lots 273, 276, 277, 278, 279, 280, 281, 305, 306, 307 and 249, Rambleridge, as surveyed, platted and recorded in Douglas County, Nebraska, said easements being more particularly described as follows:

1. Lot 273 - Beginning at a point on the West property line 5' South of the Northwest property corner, thence North along the West property line a distance of 5'; thence East along the North property line a distance of 35', thence South on a line parallel to the West property line a distance of 5', thence to the Point of Beginning. (See Exhibit "G").
2. Lot 276 - A strip of land 5' wide adjacent and parallel to Lot 261 (115th Plaza). (See Exhibit "G")
3. Lot 277 - A strip of land 5' wide adjacent and parallel to Lot 621 (115th Plaza). (See Exhibit "G")
4. Lot 278 - Beginning a point 10' North and 5' West of the Southwest property corner, thence South along a line parallel to the East property line a distance of 5', thence West along a line parallel to the South property line a distance of 5', thence to the point of beginning. Also a strip of land 5' wide adjacent and parallel to Lot 621 (115th Plaza) and the South and East property lines of Lot 278. (See Exhibit "G")
5. Lot 279 - A strip of land 5' wide adjacent and parallel to Lot 621 (115th Plaza). (See Exhibit "G")
6. Lot 280 - A strip of land 5' wide adjacent and parallel to Lot 621 (115th Plaza). (See Exhibit "G")
7. Lot 281 - A strip of land 5' wide adjacent and parallel to Lot 621 (115th Plaza). (See Exhibit "G")
8. Lot 305 - A strip of land 5' wide adjacent and parallel to Lot 620 (115th Court). (See Exhibit "G").

9. Lot 306 - A strip of land 5' wide adjacent and parallel to Lot 620 (115th Court). (See Exhibit "G").
10. Lot 307 - A strip of land 5' wide adjacent and parallel to Lot 620 (115th Court). (See Exhibit "G").
11. Lot 249 - A strip of land 5' wide adjacent and parallel to Lot 622 (112th Plaza). (See Exhibit "H").

Said Exhibits attached hereto and made a part thereof.

No Buildings, improvements or structures, shall be placed, in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of said SID and said City; provided, however, that paved driveways, trees, grass and shrubbery, may be installed within said easement by Grantor, his or their successors and assigns, and that in the event it becomes necessary to remove or replace said paved driveways, trees, grass or shrubbery, in order to repair or maintain said sidewalk, the removal or repair of said paved driveways, trees, grass or shrubbery shall be done at the expense of SID and its successors and assigns and said premises shall be restored by SID and its successors and assigns to the condition thereof before said removal or repair.

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

Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do conform with the said SID and City and their assigns, that he or they, the Grantors 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 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 easement to said SID and City and their assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

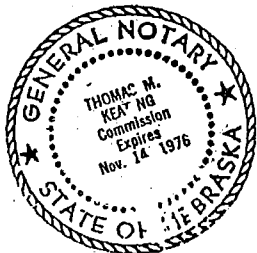
IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand and seal(s) the day and year first above written.

Edward E. Gush
Kathleen L. Wilszowski

STATE OF NEBRASKA)
) SS
 COUNTY OF DOUGLAS)

On this 11th day of September, 75, before me, a Notary Public in and for said County, personally came Edward E. & Kathleen L. Wilszowski who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid:



Thomas M. Keay
 Notary Public

My Commission Expires:

Nov. 14, 1976

EXHIBIT "G"

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SIDEWALK EASEMENT S. & I. D. No. 257 DOUGLAS COUNTY, NEBRASKA

Scale: 1" = 100'

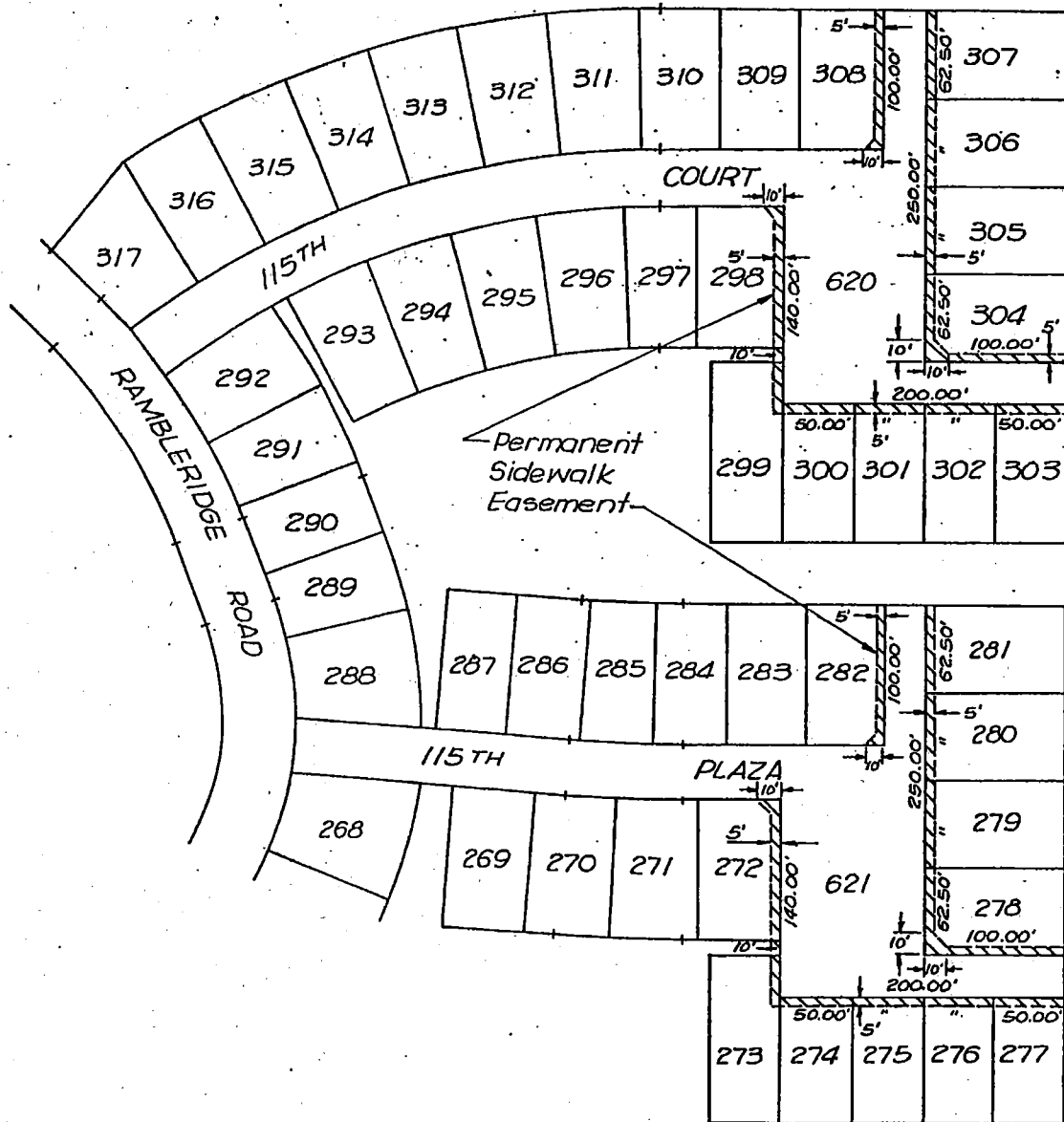
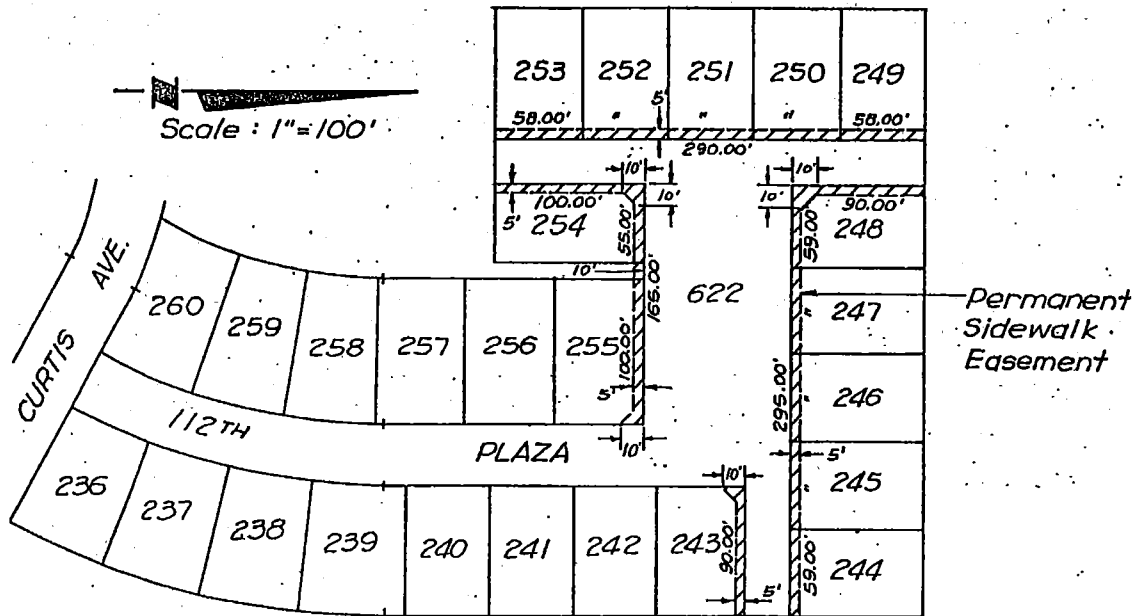


EXHIBIT "H"

SIDEWALK EASEMENT S. & I. D. No. 257 DOUGLAS COUNTY, NEBRASKA



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
17 DAY OF Sept 1975 AT 0:40 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

