

RVS #



1163 564 MISC



13400 95 564-570

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DEC 13 9 27 AM '95

GOD  
REG  
DOUGLAS

13400  
FEE 35.00  
FOR 16 J 33-15-11  
LESS 100 FB  
COMP 01-6000  
QUFV 00

GRANT OF EASEMENT

PERMANENT SANITARY SEWER EASEMENT

This Grant of Easement made this 23<sup>rd</sup> day of July 1993, between Howard Tackett hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 367 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 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 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. 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.

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 23 th day of July, 1993.

  
\_\_\_\_\_  
HOWARD TACKETT

STATE OF NEBRASKA)  
                                  )SS  
COUNTY OF DOUGLAS)

On this 23 th day of July, 1993, before me, a Notary Public in and for said County and State, personally appeared HOWARD TACKETT, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.


  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_

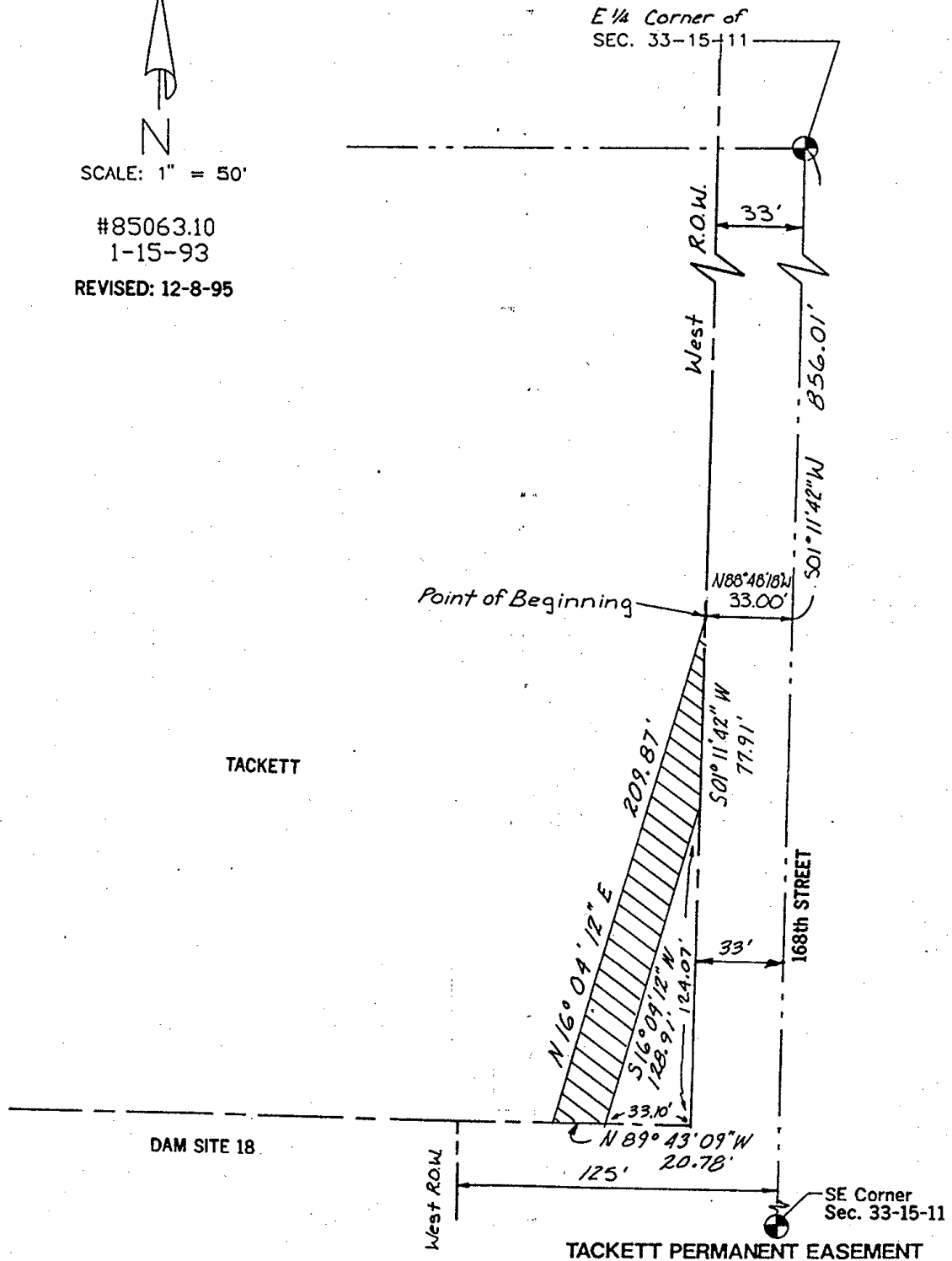


NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

EXHIBIT "A"  
PERMANENT SANITARY  
INTERCEPTOR SEWER EASEMENT  
DOUGLAS COUNTY, NEBRASKA  
SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

  
SCALE: 1" = 50'

#85063.10  
1-15-93  
REVISED: 12-8-95



LEGAL DESCRIPTION  
SANITARY INTERCEPTOR SEWER EASEMENT  
TACKETT PROPERTY

NESE

A permanent sanitary interceptor sewer easement located in the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

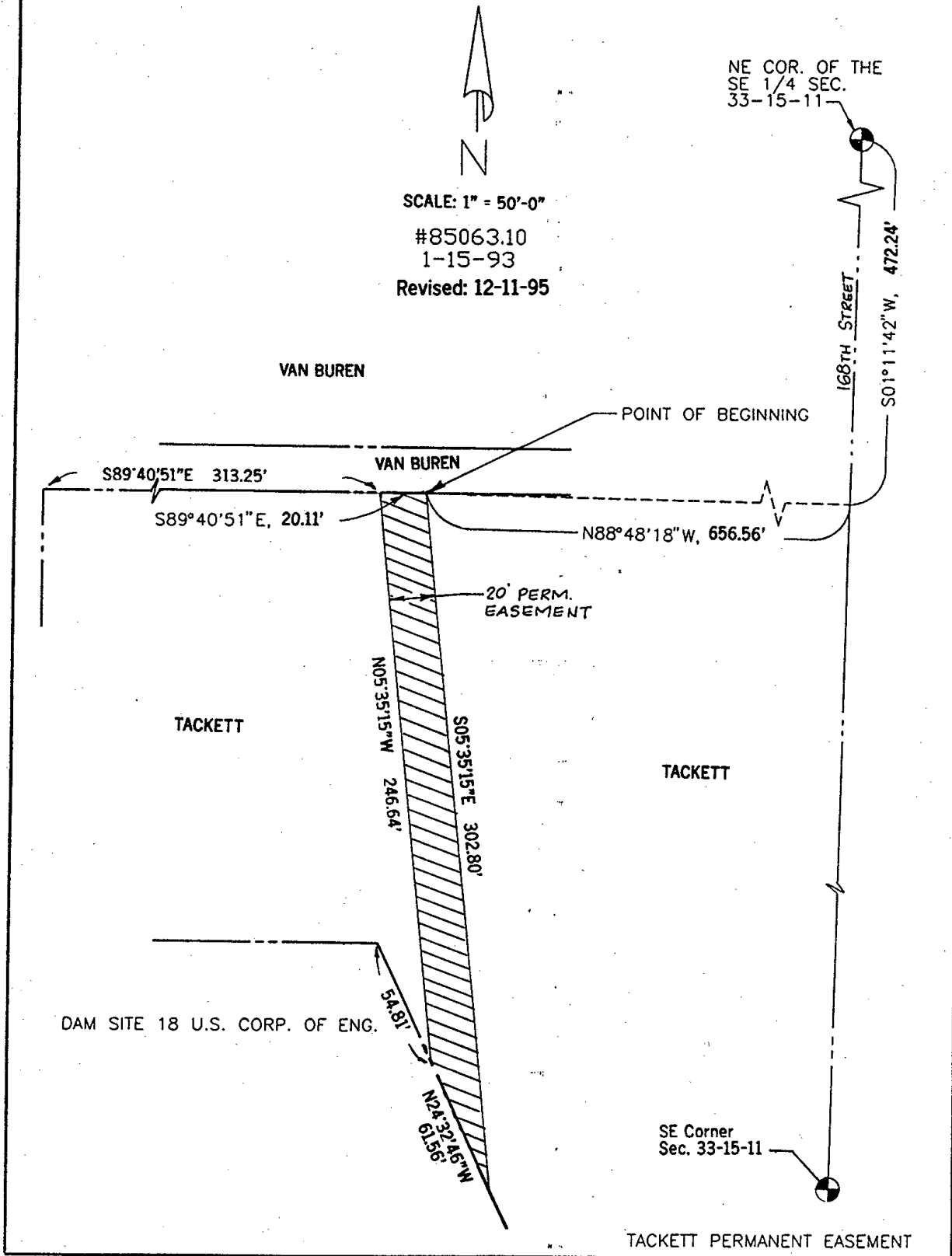
Commencing at the East 1/4 corner of said Section 33; thence S01°11'42"W (assumed bearing) along the East line of said Section 33, a distance of 856.01 feet; thence N88°48'18"W, a distance of 33.00 feet to a point on the West right-of-way line of 168th Street, said point also being the point of beginning; thence S01°11'42"W along the said West right-of-way line of 168th Street, a distance of 77.91 feet; thence S16°04'12"W, a distance of 128.91 feet; thence N89°43'09"W, a distance of 20.78 feet; thence N16°04'12"E, a distance of 209.87 feet to the point of beginning.

The above-described tract of land contains an area of 3388 square feet, more or less.

#85063.10  
Revised 12-8-95

E & A Consulting Group

EXHIBIT "A"  
PERMANENT SANITARY  
INTERCEPTOR SEWER EASEMENT  
DOUGLAS COUNTY, NEBRASKA



LEGAL DESCRIPTION  
SANITARY INTERCEPTOR SEWER EASEMENT  
TACKETT PROPERTY

A permanent sanitary interceptor sewer easement located in the Northeast quarter of the Southeast quarter of Section 33, Township 15 North, Range 11 East of the Sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Southeast quarter of Section 33; thence S01°11'42"W (assumed bearing), along the East line of said Section 33, a distance of 472.24 feet; thence N88°48'18"W, a distance of 656.56 feet to the Point of Beginning; thence S05°35'15"E, a distance of 302.80 feet to a Point on the Northeasterly property line of the Corps of Engineers Dam Site No. 18; thence N24°32'46"W, along said Northeasterly property line of the Corps of Engineers Dam Site No. 18, a distance of 61.56 feet; thence N05°35'15"W, a distance of 246.64 feet; thence S89°40'51"E, a distance of 20.11 feet to the Point of Beginning.

The above-described tract of land contains an area of 5,494 square feet, more or less.

#85063.10  
Revised 12-11-95

Prepared By:  
E & A Consulting Group  
12001 Q Street, Suite A  
Omaha, NE 68137