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GRANT OF EASEMENT
PERMANENT SANITARY SEWER EASEMENT

This Grant of Easement made this 26th day of April 1993, between Edward J. Jr. and Doris VanBuren 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, 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.

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 26 day of April, 1993.

Edward J. Van Buren Jr.
EDWARD J. VANBUREN, JR.

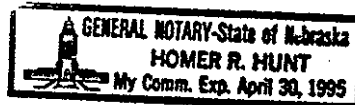
Doris Van Buren
DORIS VANBUREN

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 26th day of April, 1993, before me, a Notary Public in and for said County and State, personally appeared Edward J. Jr. and Doris VanBuren, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

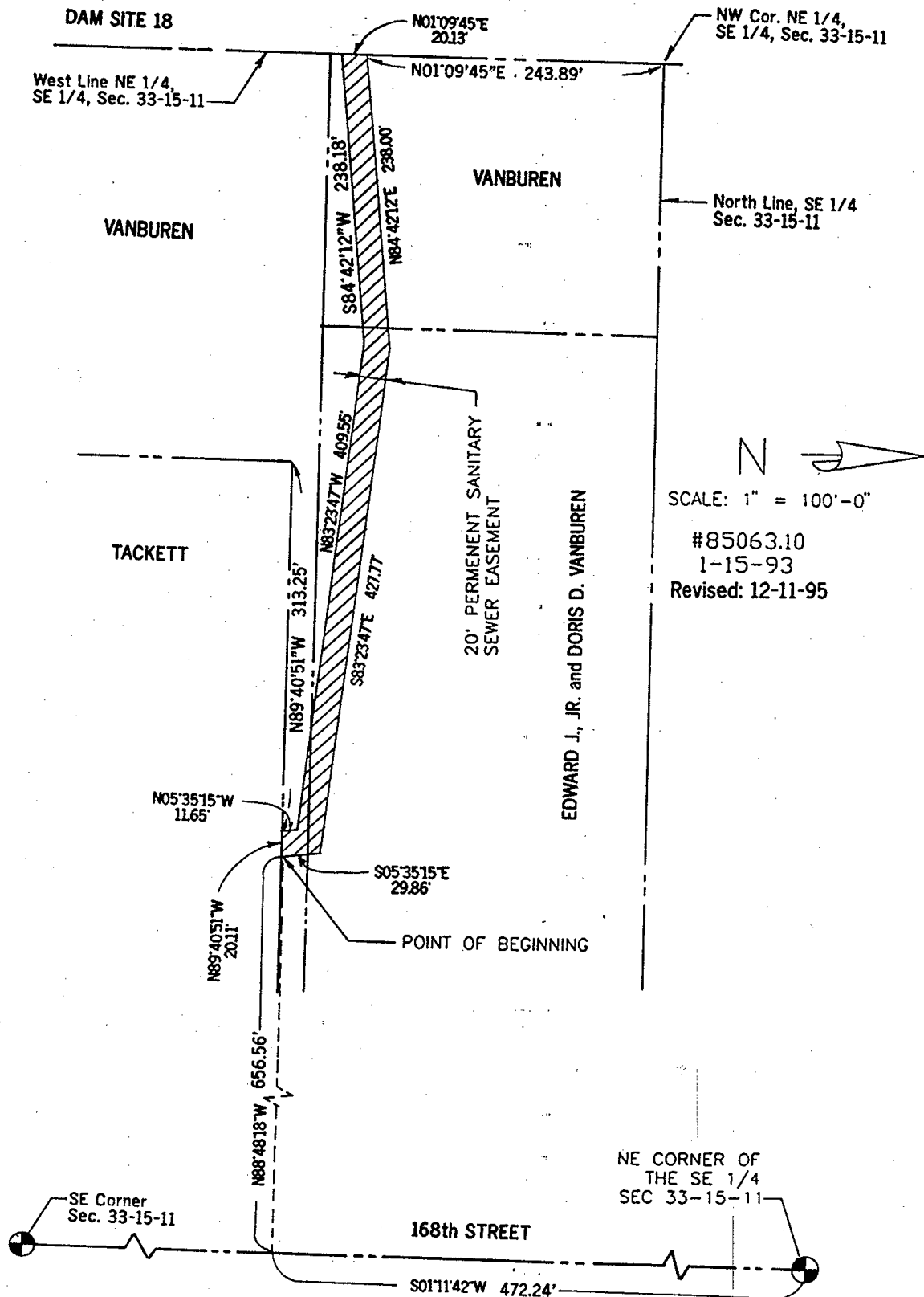
Homer R. Hunt
NOTARY PUBLIC

My Commission expires _____



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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



NE CORNER OF
THE SE 1/4
SEC 33-15-11

VANBUREN PERMANENT EASEMENT

LEGAL DESCRIPTION
SANITARY INTERCEPTOR SEWER EASEMENT
VAN BUREN PROPERTY

NESE

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 $S01^{\circ}11'42''W$ (assumed bearing), along the East line of said Section 33, a distance of 472.24 feet; thence $N88^{\circ}48'18''W$, a distance of 656.56 feet to the Point of Beginning; thence $N89^{\circ}40'51''W$, a distance of 20.11 feet; thence $N05^{\circ}35'15''W$ a distance of 11.65 feet; thence $N83^{\circ}23'47''W$ a distance of 409.55 feet; thence $S84^{\circ}42'12''W$ a distance of 238.18 feet to a point on the West line of said Northeast quarter of the Southeast quarter of Section 33, said line also being the northeasterly property line of the Corps of Engineers Dam Site No. 18; thence $N01^{\circ}09'45''E$ along said West line of the Northeast quarter of the Southeast quarter of Section 33, said line also being said northeasterly property line of the Corps of Engineers Dam Site No. 18, a distance of 20.13 feet; thence $N84^{\circ}42'12''E$ a distance of 238.00 feet; thence $S83^{\circ}23'47''E$ a distance of 427.77 feet; thence $S05^{\circ}35'15''E$, a distance of 29.86 feet to the Point of Beginning.

The above tract of land contains an area of 13,550 square feet or 0.311 acres, more or less.

#85063.10

Revised: December 11, 1995

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