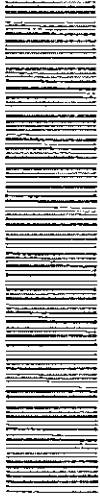




BK 1392 PG 602-613



MISC 2001 11656

RECEIVED BY THE  
CLERK OF DISTRICT  
COURT, DODGE COUNTY, NE.

2001 AUG -2 PM 3:48

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GRANT OF EASEMENT

PERMANENT STORM SEWER EASEMENT

This Grant of Easement made this 15th day of August, 2001, between Gerald Torczon, Land Owner, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 470 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 Two Dollars (\$ 2.00), 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 a storm sewer and associated appurtenances 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, its 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, its successors or assigns.
4. That SID will replace or rebuild any and all damage to allowed improvements caused by SID exercising its rights of inspecting, maintaining or operating said storm sewer including damage to or loss of trees, shrubbery and other vegetation.
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.

*W.S.*

FEE 30.00 FB 01-60000  
BNP 9-15-11010 COMP  
DEL SCAN 12 PV

RETURN: E & A  
12001 Q ST.  
Omaha 68137

PERMANENT STORM SEWER EASEMENT  
PAGE 2

6. That said Grantor for itself and its successors and assigns, does confirm with said SID and its successors and assigns, that the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns, shall warrant and defend this easement to said SID and its successors and 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 on the date first written above.

GERALD TORCZON

By: *Gerald Torczon*  
Land Owner

SANITARY IMPROVEMENT DISTRICT 470,  
DOUGLAS COUNTY, NEBRASKA

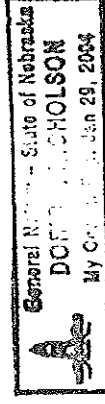
By: *Gerald Torczon*  
Chairman SID 470

STATE OF NEBRASKA )  
                                  )SS  
COUNTY OF DOUGLAS )

On this 1st day of August, 2001, before me, a Notary Public in and for said County and State, personally appeared Gerald Torczon, chairman of Sanitary and Improvement District 444 of Douglas County, Nebraska, a Nebraska political subdivision, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed on behalf of said political subdivision.

*Dore J. Nicholson*  
NOTARY PUBLIC

My Commission expires Jan. 29, 2004



GRANT OF EASEMENT

PERMANENT SANITARY SEWER EASEMENT

This Grant of Easement made this 15<sup>th</sup> day of August, 2001, between Gerald Torczon, Land Owner, hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 470 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 Two Dollars (\$ 2.00), 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 sanitary sewer and associated appurtenances 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 sanitary sewer, 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.

PERMANENT SANITARY SEWER EASEMENT  
PAGE 2

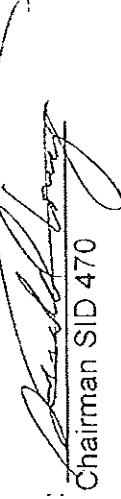
6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and 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 on the date first written above.

GERALD TORCZON

By:   
Land Owner

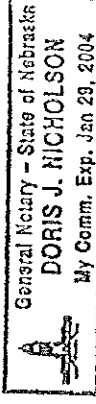
SANITARY IMPROVEMENT DISTRICT 470,  
DOUGLAS COUNTY, NEBRASKA

By:   
Chairman SID 470

STATE OF NEBRASKA     )  
  )SS  
COUNTY OF SARY     )

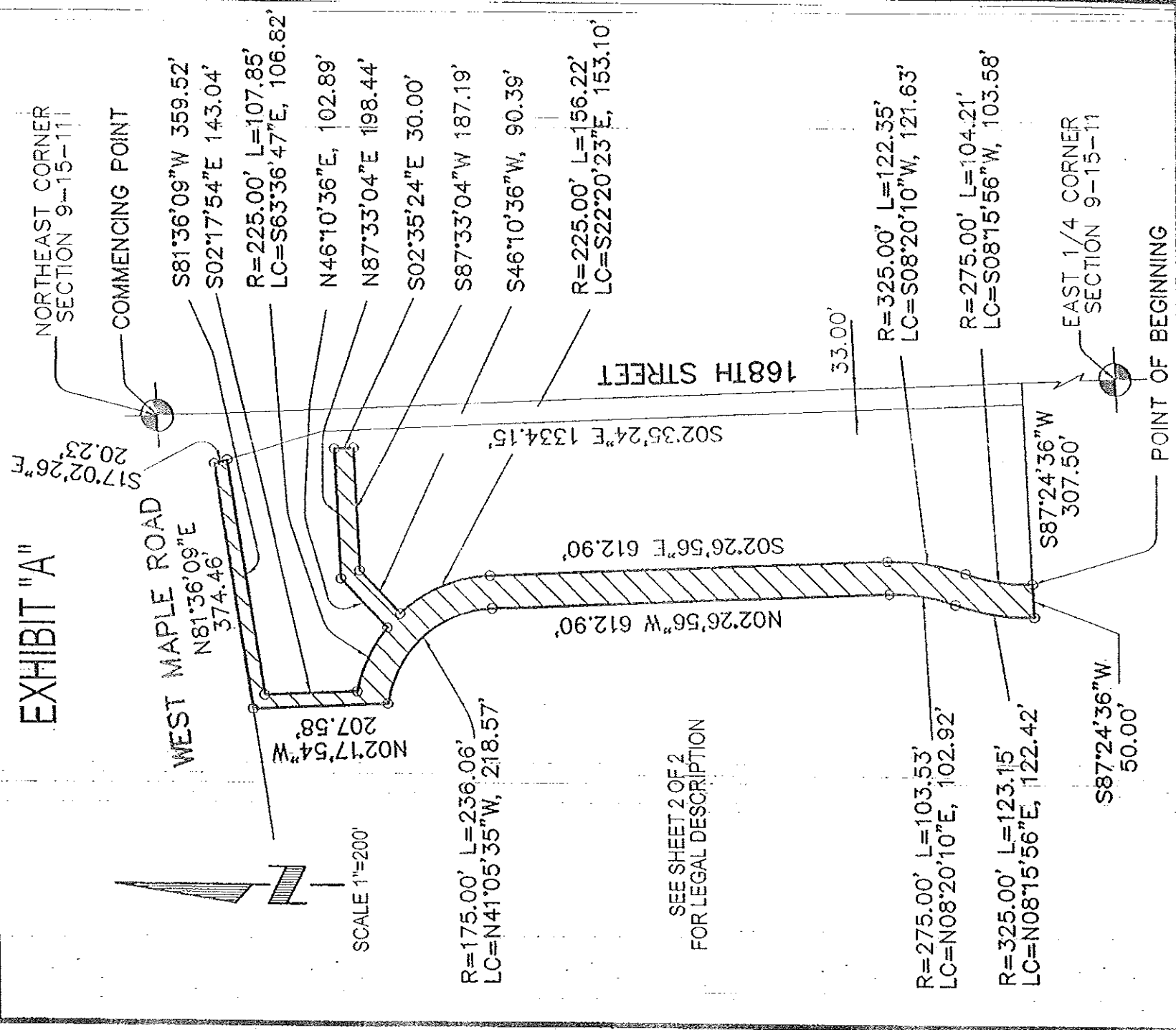
On this 15<sup>th</sup> day of August, 2004, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

  
NOTARY PUBLIC



My Commission expires Jan. 29, 2004

# EXHIBIT "A"



**E&A CONSULTING GROUP, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 13001 O STREET OMAHA, NE 68137 PHONE: (402) 895-4700

## SANITARY SEWER AND STORM SEWER EASEMENT NE1/4 OF SECTION 9-15-11

DRAWN BY: W.A.C.  
 DATE: 08-02-2001  
 JOB No.: 2000125.01

LEGAL DESCRIPTION  
SANITARY SEWER AND STORM SEWER EASEMENT

A SANITARY SEWER AND STORM SEWER EASEMENT LOCATED IN THE NE1/4 OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE1/4 OF SECTION 9; THENCE S02°35'24"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SECTION 9, SAID LINE ALSO BEING THE WEST LINE OF THE NW1/4 OF SECTION 10, A DISTANCE OF 1334.15 FEET; THENCE S87°24'36"W, A DISTANCE OF 307.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°24'36"W, A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A DISTANCE OF 123.15 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°15'56"E, A DISTANCE OF 122.42 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A DISTANCE OF 103.53 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N08°20'10"E, A DISTANCE OF 102.92 FEET; THENCE N02°26'56"W, A DISTANCE OF 612.90 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 236.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N41°05'35"W, A DISTANCE OF 218.57 FEET; THENCE N02°17'54"W, A DISTANCE OF 207.58 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE ROAD; THENCE N81°36'09"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE ROAD, A DISTANCE OF 374.46 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF 168TH STREET; THENCE S17°02'26"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 168TH STREET, A DISTANCE OF 20.23 FEET; THENCE S81°36'09"W, A DISTANCE OF 359.52 FEET; THENCE S02°17'54"E, A DISTANCE OF 143.04 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 107.85 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S63°36'47"E, A DISTANCE OF 106.82 FEET; THENCE N46°10'36"E, A DISTANCE OF 102.89 FEET; THENCE N87°33'04"E, A DISTANCE OF 198.44 FEET; THENCE S02°35'24"E, A DISTANCE OF 30.00 FEET; THENCE S87°33'04"W, A DISTANCE OF 187.19 FEET; THENCE S46°10'36"W, A DISTANCE OF 90.39 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 156.22 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S22°20'23"E, A DISTANCE OF 153.10 FEET; THENCE S02°26'56"E, A DISTANCE OF 612.90 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, A DISTANCE OF 122.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S08°20'10"W, A DISTANCE OF 121.63 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 275.00 FEET, A DISTANCE OF 104.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S08°15'56"W, A DISTANCE OF 103.58 FEET TO THE POINT OF BEGINNING.

SAID STORM AND SANITARY SEWER EASEMENT CONTAINS AN AREA OF 74, 750 SQUARE FEET OR 1.716 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING

#2000125.01  
8-1-2001

E&A CONSULTING GROUP, INC.  
12001 "Q" STREET  
OMAHA, NEBRASKA 68137