

GRANT OF EASEMENT

PERMANENT RETAINING WALL EASEMENT

This Grant of Easement made this 4th day of JUNE, 2014, between CELEBRITY HOMES, INC. hereinafter referred to as "Grantor", in favor of THE OWNER OF LOT 41, FOX RIDGE ESTATES, hereinafter referred to as "Grantee" and their successors and assigns.


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 Grantee and their successors and assigns, the right to use the parcel of land described as follows, to-wit:

**The East Nine Feet (9') of Lots 366, 367, 368, and 369, Clearwater Falls, a platted and recorded subdivision in Sarpy County, NE.**

2. Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating a retaining wall at the will of the Grantee.
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 by Grantor, his successors and assigns, without express approval of the Grantee. Improvements which may be approved by the Grantee include landscaping, fencing, grading, play equipment and. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.
4. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee for any of construction or maintenance work required for the surface drainage.
5. That said Grantor for himself and his successors and assigns, do confirm with the Grantor and their 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 Grantee and its assigns against the lawful claims and demands of all persons. This easement runs with the land and may be terminated or released only upon approval by the Grantee.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the Grantee or their agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee 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.

  
\_\_\_\_\_  
GRAANTOR  
STATE OF NEBRASKA )  
COUNTY OF SARPY )SS

On this 4th day of JUNE, 2014, before me, a Notary Public in and for said County and State, personally appeared CHAD LARSEN, VICE PRESIDENT of Celebrity Homes, Inc., who executed the above and foregoing easement and acknowledged the execution thereof to be their voluntary act and deed.

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

My Commission expires 10-17-2014



GRANT OF EASEMENT

PERMANENT DRAINAGE EASEMENT

This Grant of Easement made this 4th day of NOV, 2014, between CELEBRITY HOMES, INC. hereinafter referred to as "Grantor", in favor of THE OWNERS OF LOTS 364, 365, 366, 367, 368, 369, 370 and 371, CLEARWATER FALLS, hereinafter referred to as "Grantee" and their successors and assigns.

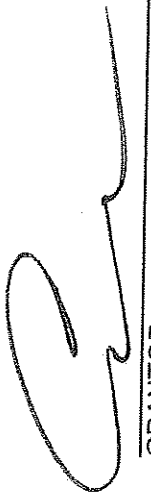
THAT, said Grantor in consideration of the sum of Two dollars (\$ 2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto Grantee and their successors and assigns, the right to use the parcel of land described as follows, to-wit:

**The East Thirty Feet (30') of Lots 364, 365, 366, 367, 368, 369, 370 and 371, Clearwater Falls, a platted and recorded subdivision in Sarpy County, NE.**

2. Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating facilities for surface storm water drainage at the will of the Grantee.
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 by Grantor, his successors and assigns, without express approval of the Grantee. Improvements which may be approved by the Grantee include landscaping, fencing, grading, play equipment and. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.
4. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee for any of construction or maintenance work required for the surface drainage.
5. That said Grantor for himself and his successors and assigns, do confirm with the Grantor and their 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 Grantee and its assigns against the lawful claims and demands of all persons. This easement runs with the land and may be terminated or released only upon approval by the Grantee.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the Grantee or their agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee 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.

  
GRANTOR

STATE OF NEBRASKA )  
  )SS  
COUNTY OF SARPY)

On this 4th day of NOV, 2014, before me, a Notary Public in and for said County and State, personally appeared SHAD CARER, VICE PRESIDENT of Celebrity Homes, Inc., who executed the above and foregoing easement and acknowledged the execution thereof to be their voluntary act and deed.

  
NOTARY PUBLIC



My Commission expires 10-30-2017