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1989 APR 11 PM 3:04

EASEMENT

GEORGE J. SUGLEWICZ  
REGISTER OF DEEDS

Fifty Joint Venture, a Nebraska General Partnership, (Grantor), for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to the City of Omaha, a Municipal Corporation organized and existing under the laws of the State of Nebraska, ("Grantee") a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate (the "Easement Area") more particularly described and depicted on Exhibit A annexed and incorporated herein by this reference.

Grantee agrees to repair, replace and restore the Easement Area and any surrounding affected areas should the City's exercise of the easement granted herein require that the City remove, disrupt, or destroy any permitted improvements on the Easement Area. Provided however, the Grantee shall not be responsible for repairing any buildings or trees within the Easement Area.

This Easement shall be perpetual and shall run with the land and may be terminated only by a written instrument recorded with the Register of Deeds of Douglas County, Nebraska executed by the then Owner of record of the Easement Area and the Grantee or its successors or assigns.

Grantor hereby reserves for itself, its successors, assigns, lessees, sublessees and their respective employees, agents, contractors, licensees, and invitees the right to use the Easement Area for all purposes except those purposes for which this Easement is granted to the Grantee. The Grantor agrees that no portion of the Easement Area shall be improved with any building or permanent structure. The Grantee hereby expressly acknowledges the right of Grantor and its successors, assigns, lessees, and sublessees to improve the Easement Area with landscaping, concrete, asphalt, and other surfacing materials.

Grantor, for itself and its successors and assigns hereby reserves the right to relocate at its sole cost and expense the Easement Area. In the event it elects to relocate such Easement Area, Grantor shall notify the Grantee in writing of its intent to do so and as part of such written notification shall provide the Grantee with plans and specifications for such relocation. Provided however, such relocation shall not take place without the written consent of Grantee which shall be premised only upon sound engineering judgment and which shall not be unreasonably withheld or delayed.

Executed and dated as of this 4<sup>th</sup> day of April, 1989.

FIFTY JOINT VENTURE, a  
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska  
General Partnership

By Jack W. Baker  
Jack W. Baker, President

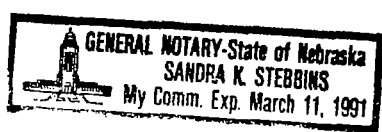
By Jay R. Lerner  
Jay R. Lerner, Managing Partner

5611 F. Max

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

# 883 N C/O FEE 15.<sup>50</sup>  
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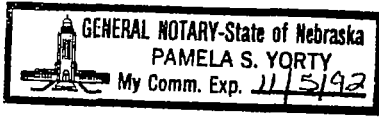
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1989 by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, on behalf of the Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.



Sandra K. Stebbins  
Notary Public

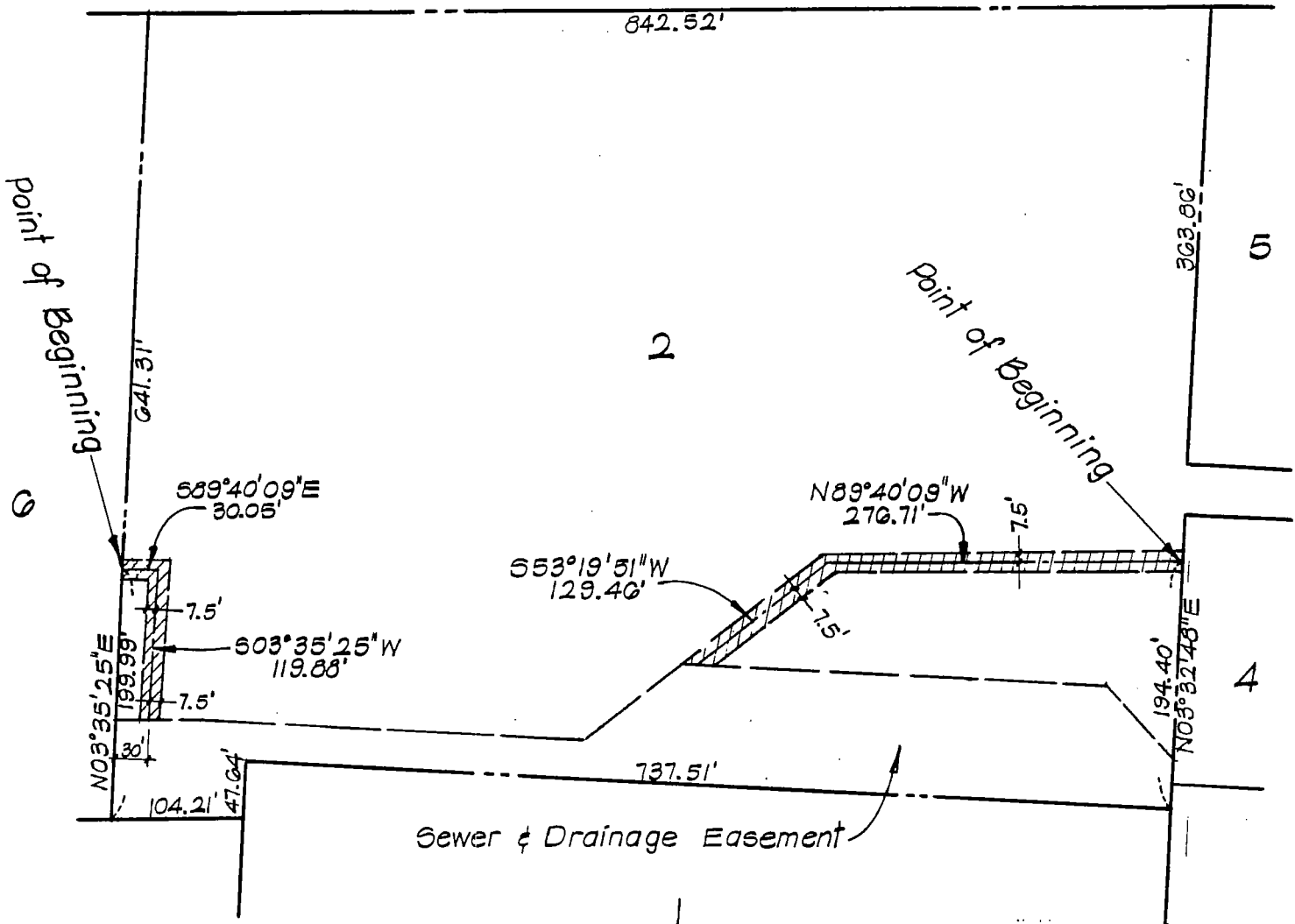
STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 4th day of April, 1989 by Jay R. Lerner, Managing Partner of Lerner Fifty, a Nebraska General Partnership, on behalf of the Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of the Partnership.

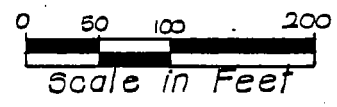


Pamela S. Yorty  
Notary Public

"F" Street



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Legal Description: (Permanent Sanitary Sewer Easement)

A 15.00 foot wide permanent Sanitary Sewer Easement located in Lot 2, Spring Valley Plaza, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, 7.50 feet either side of the following described centerline: Commencing at the SE corner of said Lot 2; thence N03°32'48"E (assumed bearing) 194.40 feet on the East line of said Lot 2 to the point of beginning; thence N89°40'09"W 276.71 feet; thence S53°19'51"W 129.46 feet to the point of termination, also commencing at the SW corner of said Lot 2; thence N03°35'25"E 199.99 feet on the West line of said Lot 2 to the point of beginning; thence S89°40'09"E 30.05 feet; thence S03°35'25"W 119.88 feet on a line 30.00 feet East of and parallel to the West line of said Lot 2 to the point of termination.

Exhibit A