



BK 0883 PG 066



MISC 1989 05614

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EASEMENT

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 4th day of April, 1989.

FIFTY JOINT VENTURE, a
Nebraska General Partnership

By: Venture-50 Inc.

By: Lerner Fifty, a Nebraska
General Partnership

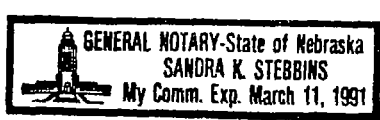
By Jack W. Baker
Jack W. Baker, President

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

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BK 883 N _____ C/O _____ FEE 15.⁵⁰
PG 66-68 N _____ DEL 1N MC WC
OF Misc & COMP _____ F/B 47 - 36767

The foregoing instrument was acknowledged before me this 10th 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.

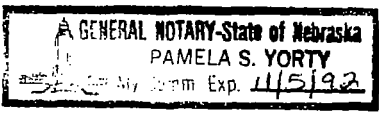


Sandra K. Stebbins
Notary Public

5614 F. Misc

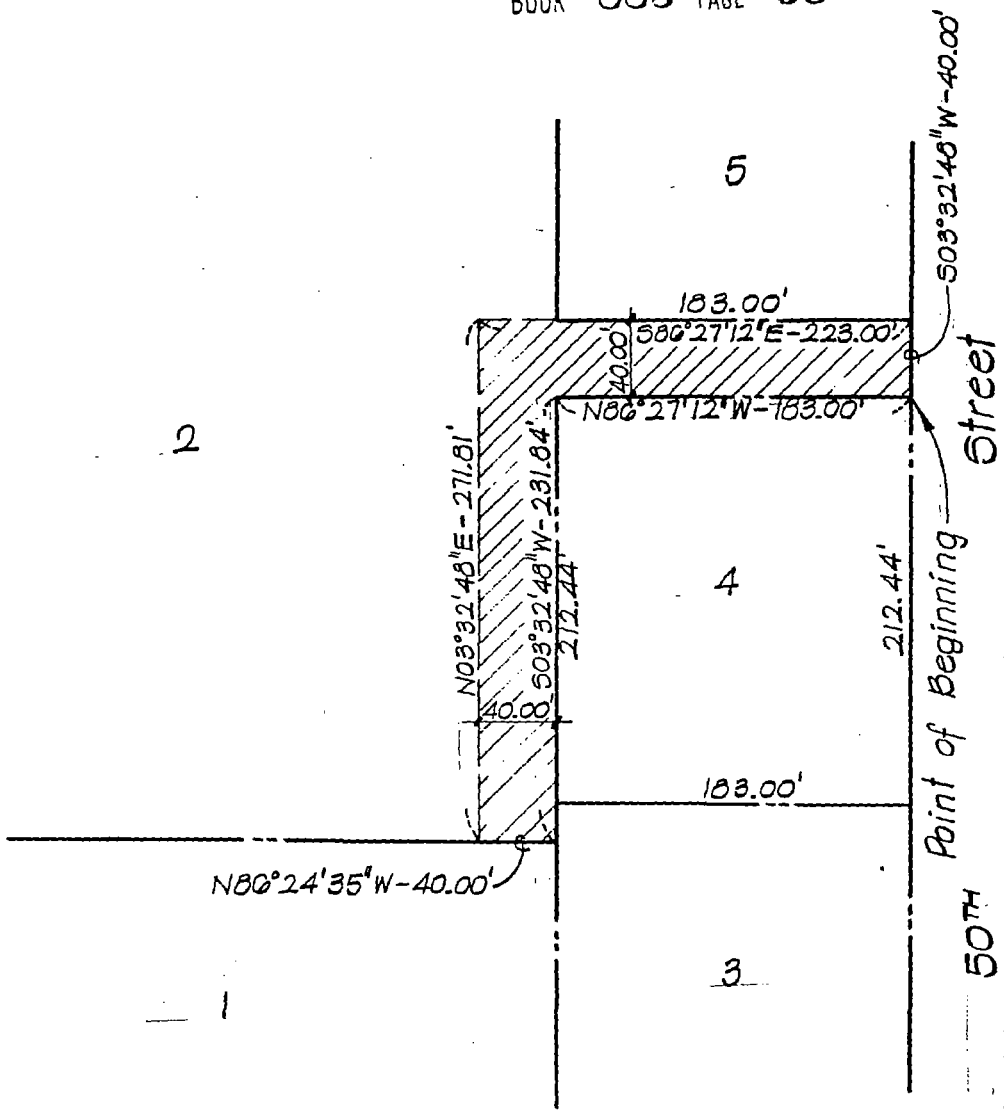
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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

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Legal Description:

That part of Lot 2, Spring Valley Plaza, as surveyed, platted, and recorded in Douglas County, Nebraska described as follows: Beginning at the N.E. corner of Lot 4, said Spring Valley Plaza; thence $N86^{\circ}27'12''W$ 183.00 feet on the North line of said Lot 4 to the N.W. corner of said Lot 4; thence $S03^{\circ}32'48''W$ 231.84 feet on the West line of said Lot 4 to the N.E. corner of Lot 1, said Spring Valley Plaza; thence $N86^{\circ}24'35''W$ 40.00 feet on the North line of said Lot 1; thence $N03^{\circ}32'48''E$ 271.81 feet on a line 40.00 feet West of and parallel to the West line of Lot 4, said Spring Valley Plaza to the Westerly extension of the South line of Lot 5, said Spring Valley Plaza; thence $S86^{\circ}27'12''E$ 223.00 feet on the South line of said Lot 5 and its Westerly extension to the S.E. corner of said Lot 5; thence $S03^{\circ}32'48''W$ 40.00 feet on the East line of said Lot 2 to the point of beginning.

Exhibit A