



1135 304 MISC



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THIS PAGE INCLUDED FOR
INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Prairie Systems, Inc. hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of One Dollars (\$ 1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a Storm Water Detention Basin ("Basin") and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

Part of Lot 8, World Communication Park, a platted subdivision located in the Southeast Quarter of Section 23, Township 16 North, Range 12 East of the 6th P.M. Douglas County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of said Lot 8, said point also being on the West line of 72nd Street; thence S00°06'59"E (Platted Bearing), along the East line of said Lot 8, a distance of 50.00 feet to the true point of beginning; thence continuing S00°06'59"E, 330.00 feet; thence S89°53'01"W, 140.00 feet; thence N30°37'19"W, 261.25 feet to the beginning of a non-tangent curve to the left, said point also being on the Southeasterly line of World Communications Drive; thence along said Southeasterly line and along said curve having a radius of 325.00 feet and a chord bearing N42°34'54"E, 9.26 feet, an arc distance of 9.26 feet; thence N41°45'56"E, 92.27 feet to the beginning of a curve to the right, said curve having a radius of 275.00 feet and a chord bearing N46°12'23"E, 42.59 feet, an arc distance of 42.63 feet; thence N89°53'01"E, 173.94 feet to the point of beginning.

TO HAVE AN TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Basin at the will of the CITY. The GRANTOR may, following construction of said Basin, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY 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 heirs, successors or assigns. Notwithstanding the foregoing, GRANTOR shall have the right to construct a pond in said easement area, and upon approval by the CITY of the plans for such pond and the construction of such pond in accordance with such plans, the CITY shall release this easement.
2. That CITY will replace or rebuild any and all damage to Improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Basin, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause to 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 CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY 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.
6. That this instrument contains the entire agreement of the parties: that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 28th day of November 1994

RECEIVED

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 1550R FB
 C/O COMP WIS
 LEGAL PG SCAN/FV

Prairie Systems, Inc. Dec 6 9 06 AM '94
Name of Corporation

Corporate Seal GEORGE J. DUBLEWICZ By [Signature] President
REGISTER OF DEEDS
NONE DOUGLAS COUNTY, NE

Attest [Signature] Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me a Notary Public, in and for said County, personally came the above named: _____

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

NOTARY PUBLIC

My Commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 28th day of November, 1994, before me, the undersigned, a Notary Public in and for said County, personally came J. K. ABRAMSON

President of NEBRASKA PRAIRIE SYSTEMS INC., A NEBRASKA Corporation, and J. F. GUNAN Secretary of said Corporation, to me personally known to be the president and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

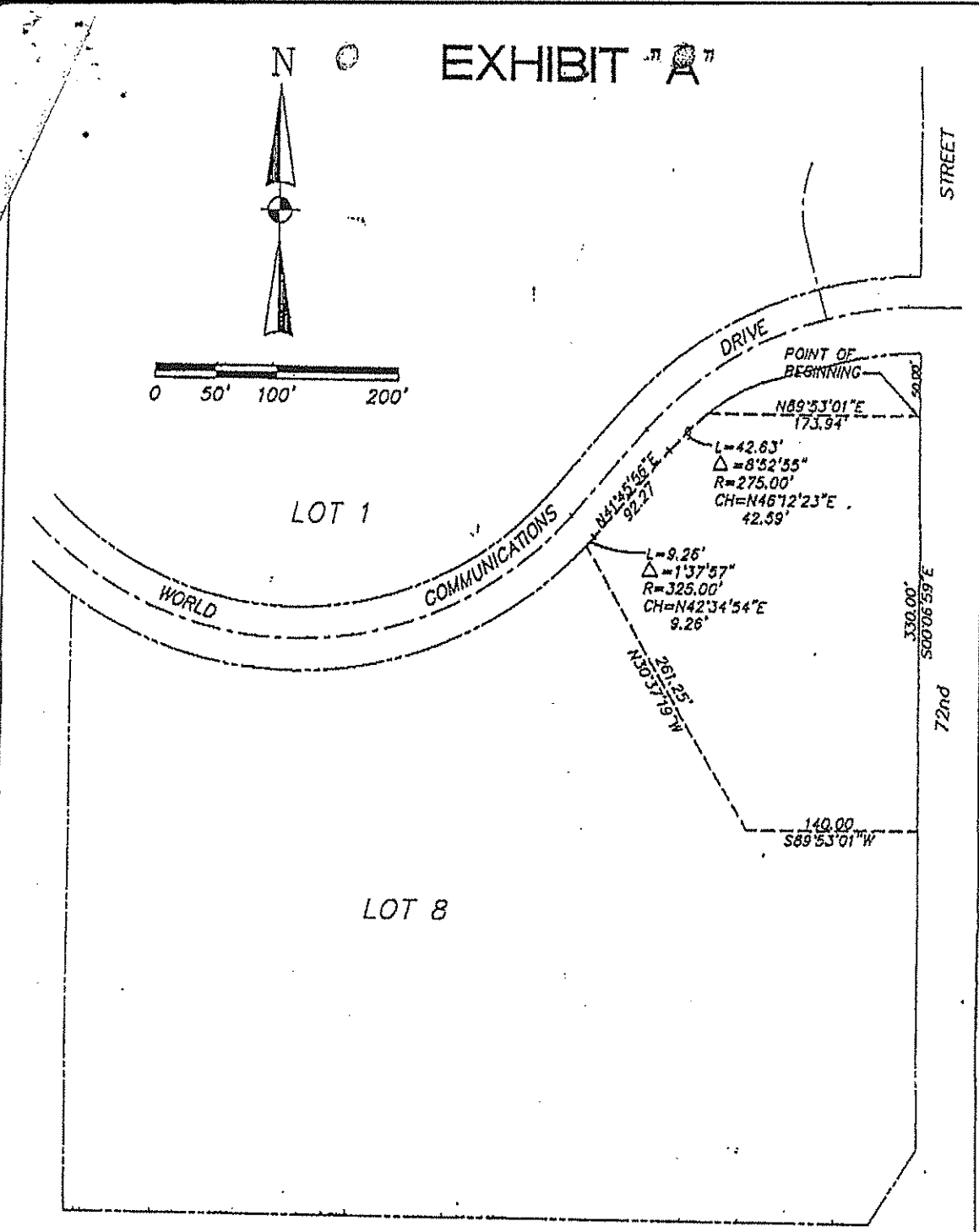
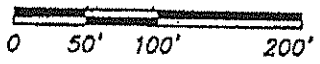
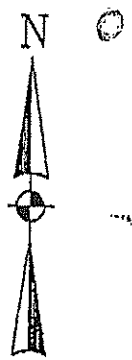
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Debora L. Jones
NOTARY PUBLIC

My Commission expires 10-28-98

EXHIBIT "A"



LEGAL DESCRIPTION

Part of Lot 8, World Communication Park, a platted subdivision located in the Southeast Quarter of Section 23, Township 16 North, Range 12 East of the 6th P.M. Douglas County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of said Lot 8, said point also being on the West line of 72nd Street; thence S00°06'59\"/>

CITY OF OMAHA - ST 5235
TRACT NO. 1

1/1	PERMANENT EASEMENT FOR DETENTION POND	WORLD COMMUNICATIONS PARK	KRM	KIRCHAM, MICHAEL AND ASSOCIATES
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