

PERPETUAL EASEMENT

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THIS EASEMENT AGREEMENT made this 1st day of February, 1978, between the undersigned BYRON REED SYNDICATE NO. 6, LTD., hereinafter called "Grantor" and CHARLES E. PETERSON, JR. and MARJORIE M. PETERSON, hereinafter called "Grantee",

WITNESSETH:

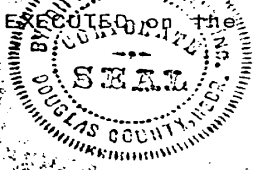
1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns forever, a permanent drainage easement in, through, under, over, on and across the North Five (5) feet of Lots Five (5) and Sixteen (16), Block Twenty (20) Ambler Place, the vacated alley in between Lots Five (5) and Sixteen (16) and the West one-half of vacated 43d Street East of Lot Five (5), City of Omaha, County of Douglas, State of Nebraska. This easement runs with the land.

2. The scope and purpose of said easement is for the construction use, repair, maintenance, replacement and renewal of a drainage structure including all related or necessary appurtenances thereto. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement.

3. By accepting and recording this permanent easement grant, said Grantee, covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practically possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition (s) as exist on date hereof.

4. Grantor herein, for himself or itself, his heirs, personal representatives, successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor has good right and lawful authority to grant said easementway (s) and Grantor futher hereby covenants to warrant and defend said easementway (s) against the lawful claims of all persons whomsoever.

5. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.



STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

BYRON REED SYNDICATE NO. 6, LTD.
By: BYRON REED COMPANY, INC., AGENT
BY Frank J. Kilton, Jr.
Vice President

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came FRANK J. KILTON, JR. Vice President of BYRON REED COMPANY, INC. to me personally known to be the Vice President and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said Corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.

MORRIS M. JABENIS
GENERAL NOTARY
STATE OF NEBRASKA
My Commission Expires
June 29, 1980

Morris M. Jabenis
Notary Public

12/1/73

My Commission expires 6-29-80

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