



BK 0883 PG 051



MISC 1989 05609

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INDEXING
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BOOK 883 PAGE 51

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") (1) a non-exclusive easement for the placement, construction, maintenance and replacement of a sanitary sewer under the parcel of real estate designated Parcel "A" an depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, (2) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "B" and depicted and legally described on Exhibit "1" annexed and incorporated herein by this reference, and (3) a non-exclusive easement for the placement, construction, maintenance and replacement of a storm sewer for the drainage of storm waters under the parcel of real estate designated Parcel "C" and depicted and legally described as Exhibit "1" annexed and incorporated herein by this reference. Parcel A, Parcel B and Parcel C are referred to collectively as the "Easement Areas".

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

The Easements granted hereby 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 affected 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 Areas for all purposes except those purposes for which the Easements evidenced hereby are granted to the Grantee. The Grantor agrees that no portion of the Easement Areas 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 Areas 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 Areas. In the event it elects to relocate either or both of such Easement Areas, 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 will 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, President

By: Jay R. Lerner, Managing Partner

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

BOOK 883 PAGE 52

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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

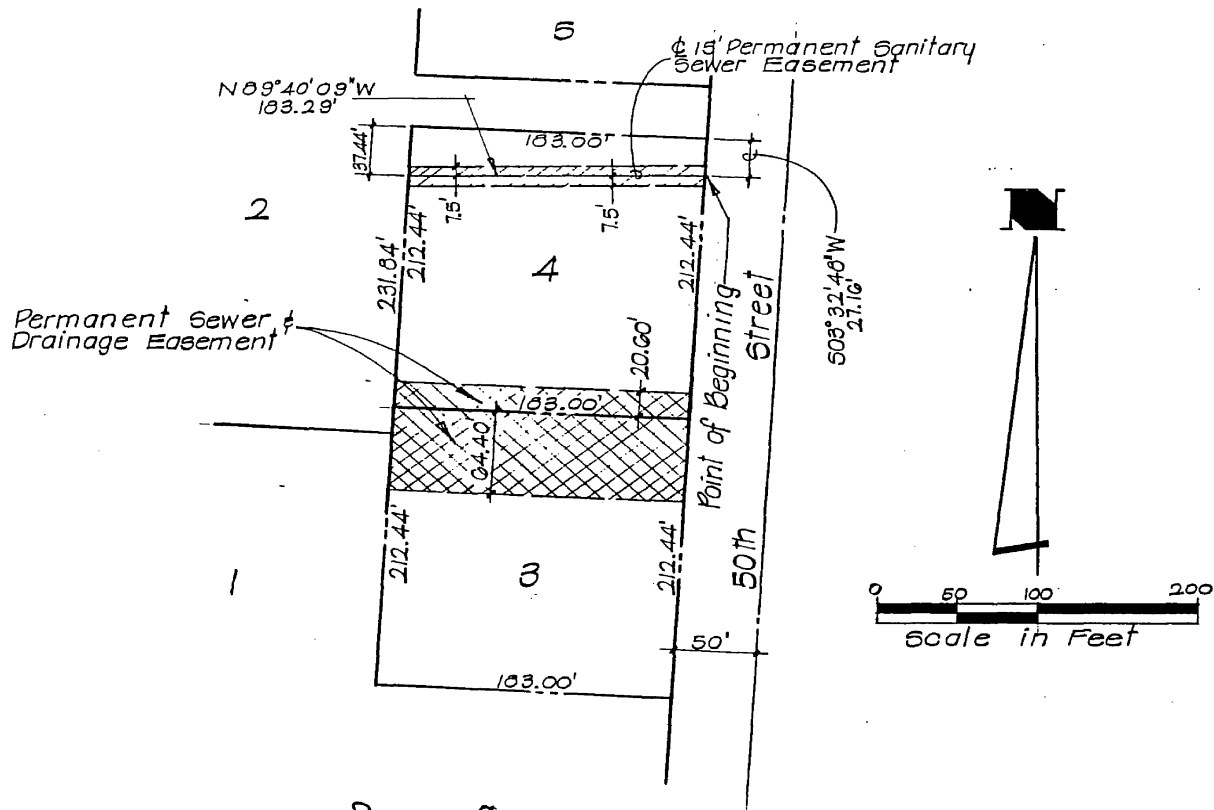
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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

BOOK 883 PAGE 53



Parcel C
LOT 3 LEGAL DESCRIPTION (Sewer & Drainage Easement)
 The North 04.40 feet of Lot 3, Spring Valley Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Parcel B
LOT 4 LEGAL DESCRIPTION (Sewer & Drainage Easement)
 The South 20.00 feet of Lot 4, Spring Valley Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

Parcel A
LEGAL DESCRIPTION (Sanitary Sewer Easement)
 A 15.00 foot wide Sanitary Sewer Easement located in Lot 4, 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 NE Corner of said Lot 4; thence $503^{\circ}32'48''$ W (Assumed bearing) 27.10 feet on the East line of said Lot 4 to the point of beginning; thence $N89^{\circ}40'09''$ W 183.29 feet to the point of termination on the West line of said Lot 4, said point being 37.44 feet South of the NW Corner of said Lot 4.

Exhibit "1"

rev. nov. 14, 1988

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