

## GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned THE WHITEHALL CONDOMINIUM CORPORATION, hereinafter referred to as grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 263 of Douglas County, Nebraska, its successors and assigns, for the benefit of the public and of all present and future residents of said District, hereinafter referred to as grantee, a permanent easement and right-of-way over, under and across the property described on Exhibit "A", attached hereto and by this reference made a part hereof, for the right to use, construct, build, lay, maintain, repair and construct sanitary, or storm sewers, or water distribution pipe or drainage way, as the case may be, for the passage of sewer water and sewage or storm water or water, together with all appurtenances, pipes, wires, lines, poles, structures and other applicable equipment pertaining to any sewer, drainage or water system facility, in, through, over and under the easement property, and for public streets, roads, driveways and parking areas. Grantee may install, construct, maintain, reconstruct, repair, grade, change grade, pave, repave, gravel and regravell, widen and narrow the public roads, streets, driveways and parking area within the said property, but grantee shall have no obligation to maintain, reconstruct or repair any improvement constructed or placed by grantee within the easement area; which obligations of maintenance, construction or repairs are hereby retained and assumed by grantor its successors and assigns. This easement shall be limited in scope to the property over, under and across which Sanitary and Improvement District No. 263 of Douglas County, Nebraska, has caused to be constructed permanent public improvements described above as of the date hereof.

No buildings, improvements, or structures shall be placed in, on, over or across said permanent easement area by grantor or its successors and assigns. Any trees, grass shrubbery placed on said easement area shall be maintained by grantors, their successors and assigns.

This easement is also for the benefit of any contractor, agent, employee, or representative of the grantee.

Said grantor, for itself and its successors and assigns, hereby confirms with the said grantee and its successors and assigns that the grantor is well seised in fee of the above described property, and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement and that it and its successors and assigns shall warrant and defend this easement to the said grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land and shall be binding on all successors and assigns of grantor.

The consideration recited includes damages for change of grade, if any, at any time in the future, and any and all claims for damages arising from change of grade or grading are hereby waived.

The said easement is hereby conveyed by the undersigned to have and to hold unto the said grantee, its successors and assigns, together with the right of ingress and egress from and to said premises for the purpose of constructing, inspecting, repairing, reconstructing, maintaining, enlarging, replacing, reducing and otherwise exercising its right with respect to the said premises and the roads, streets, driveways and parking areas and sewer, drainage and water system facilities as may be from time to time installed thereon or thereunder, at the will of said grantee, its successors and assigns.

IN WITNESS WHEREOF, grantor has hereunto executed this Grant of Easement this 1st day of February, 1979.

THE WHITEHALL CONDOMINIUM CORPORATION,  
A Nebraska Corporation

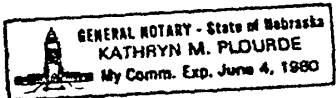
By [Signature]  
President

ATTEST:  
[Signature]  
Secretary



STATE OF NEBRASKA)  
  )  
  )  ss.  
COUNTY OF DOUGLAS)

On this *1st* day of *February*, 1979, before me,  
a notary public in and for said county and state, personally appeared  
*Paul Peden* to me known to be the  
President of THE WHITEHALL CONFOMINIUM CORPORATION and the same person  
who signed the foregoing instrument and acknowledged the execution  
thereof to be his voluntary act and deed and the voluntary act and deed  
of said corporation.



*Kathryn M. Flourde*  
Notary Public

EXHIBIT "A"

Part of the East 1/2 of the East 1/2 of the Northwest 1/4 of Section 19, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the NE corner of said NW 1/4; thence S 0°00'05" E (Assumed bearing) on the East line of said NW 1/4, 85.00 feet to the Point of Beginning; thence S 89°34'55" W on a line 85.0 feet South of and parallel to the North line of said NW 1/4, 330.78 feet; thence South 770.00 feet; thence N 89°34'55" E on a line 855.00 feet South of and parallel to said North line of the NW 1/4, 330.80 feet to a point on said East line of the NW 1/4; thence N 0°00'05" W on said East line of the NW 1/4, 770.00 feet to the Point of Beginning, together with rights of ingress and egress granted under one certain Easement Agreement recorded in the Office of the Register of Deeds for Douglas County, Nebraska on April 6, 1973 in Book 520, Miscellaneous Records, at Page 687, together with all improvements, tenements, hereditaments and appurtenances located thereon and thereunto belonging.

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1979 FEB -1 PM 4:24  
C. HAROLD COTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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