

EASEMENT

WHEREAS, South Pacific Center, Inc. (hereinafter referred to as the "Grantor"), desires to grant a perpetual sanitary and drainage easement over certain property owned by the Grantor to Sanitary and Improvement District No. 291 of Douglas County, Nebraska, and the City of Omaha, a municipal corporation, in the State of Nebraska (herein collectively referred to as the "Grantee" except as otherwise noted),

NOW, THEREFORE, in consideration of Seventy Five Dollars and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the property described in Exhibit "1", does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sanitary and drainage easement over, on, across, under the property as shown on Exhibit "1" attached hereto and incorporated herein by reference, all as set out herein:

1. The scope and purpose of the easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer and storm sewer pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage and storm water. The Grantee shall have full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of said easement provided, however, that the rights and obligations in said easements of the City of Omaha shall have no force and effect unless and until the property on which said sanitary sewer and/or storm sewer improvements are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said sewer improvements as public facilities.

2. For the consideration hereinabove recited, the Grantor, being the owner of the property described in Exhibit "2", does herewith give and grant unto the Grantee, its successors and assigns, a temporary construction easement over, on, across, and under the property as shown on Exhibit "2", attached hereto and incorporated herein by reference all as set out herein. This easement shall expire at such time as Grantee, or its agents, contractors, employees, or representatives shall no longer require any portion of the temporary easement area for the initial construction of said sanitary sewer line, or twelve (12) months after the execution of this easement, whichever comes first.

3. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 291 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha, agrees effective with the annexation of the property on which such sewer improvements are constructed to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any or all damage that may be done by reason of changes, alterations, maintenance,

inspection, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines, and gardens.

4. After completion of the initial installation of sanitary sewer and storm sewer pipe lines, Grantee shall restore the easement areas surface as nearly as possible to the condition existing prior to such work, with the exception of a berm or swale which shall run the length of the easement and shall be approximately 2-3 feet in height, and Grantee shall repair or restore any damage done by Grantee on any subsequent entry onto the easement area. Grantee agrees to perform any repair or maintenance work necessary for the maintenance and operation of the above-mentioned sanitary sewer line, Grantee further agrees to repair any and all damage which may be caused by its use of the above described easements or damages which may result to Grantor's adjacent property resulting from storm runoff discharged onto property.

5. Grantee is solely responsible for constructing, operating and maintaining the above-described improvements, for the purpose of or in connection with which the construction easement is herein granted; and Grantee shall indemnify and hold harmless the Grantor, its successors and assigns from any and all claims for personal injury (including death) or damage to property arising out of or in connection with the constructing, operating or maintaining of the above-described improvements.

6. Grantor agrees not to place any structure, building, or other permanent structure on the permanent easement area but Grantor may place paving, grass and shrubs on such area.

7. Grantor shall have the right to connect its own sanitary sewer disposal line to the sanitary sewer and storm sewer pipe lines to be constructed by Grantee in the permanent easement area and Grantee shall make no charge for such connection. Grantor understands, however, that Grantee shall have no obligation to pay charges imposed by others for such connection, such as inspection fees for the City of Omaha.

8. Grantor herein for itself, its 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 is lawfully seized of such premises, that the Grantor has good right and lawful authority to grant said easement way, and that the Grantor further hereby covenants to warrant and defend said easement way against the lawful claims of all persons whomsoever.

9. This easement shall be binding upon the successors and assigns of the respective parties hereto.

SANITARY AND IMPROVEMENT
DISTRICT NO. 291 OF DOUGLAS
COUNTY, NEBRASKA

By: Raymond Betzu

Office: Chairman

Attest:

Craig C. Pearson

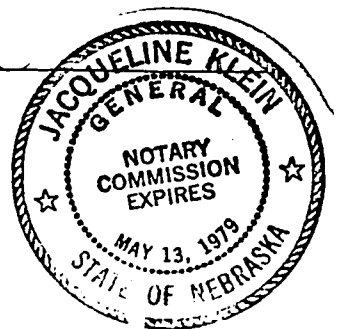
Office:

Clerk

On this 9th day of June, 1978, before me, a Notary Public qualified in said County, personally came Raymond Betzu of Sanitary and Improvement District No. 291 of Douglas County, Nebraska, who is personally known to me to be the identical person whose name is affixed to the above Easement as said officer of Sanitary and Improvement District No. 291 of Douglas County, Nebraska, and he acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of Sanitary and Improvement District No. 291 of Douglas County, Nebraska.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal the day and year last above written.

Jacqueline Klein
Notary Public



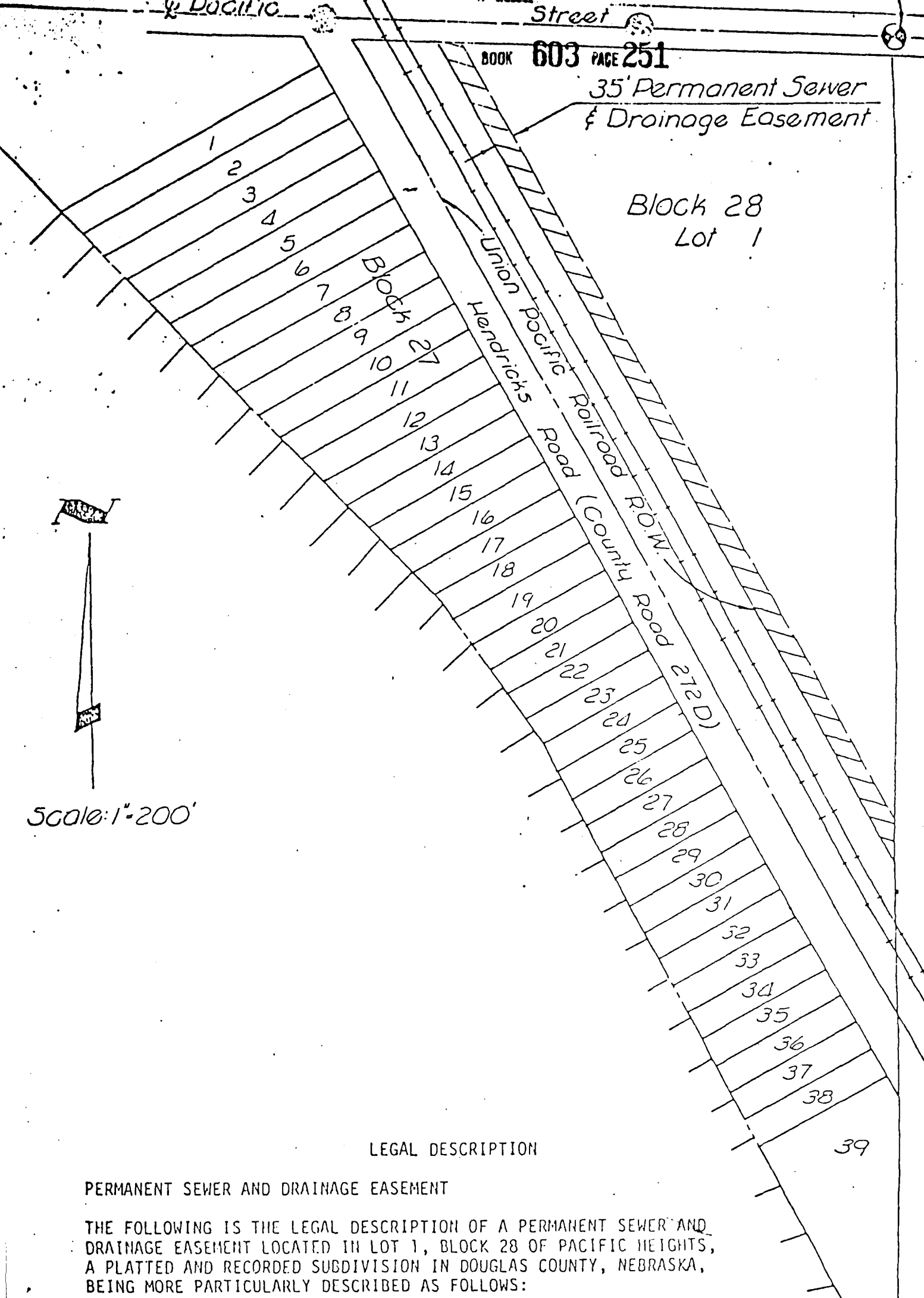
Union Pacific

Street

BOOK 603 PAGE 251

35' Permanent Sewer & Drainage Easement

Block 28
Lot 1



LEGAL DESCRIPTION

PERMANENT SEWER AND DRAINAGE EASEMENT

THE FOLLOWING IS THE LEGAL DESCRIPTION OF A PERMANENT SEWER AND DRAINAGE EASEMENT LOCATED IN LOT 1, BLOCK 28 OF PACIFIC HEIGHTS, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 35 FEET OF SAID LOT 1, PARALLEL TO THE WESTERLY LOT LINE.

EXHIBIT "1"

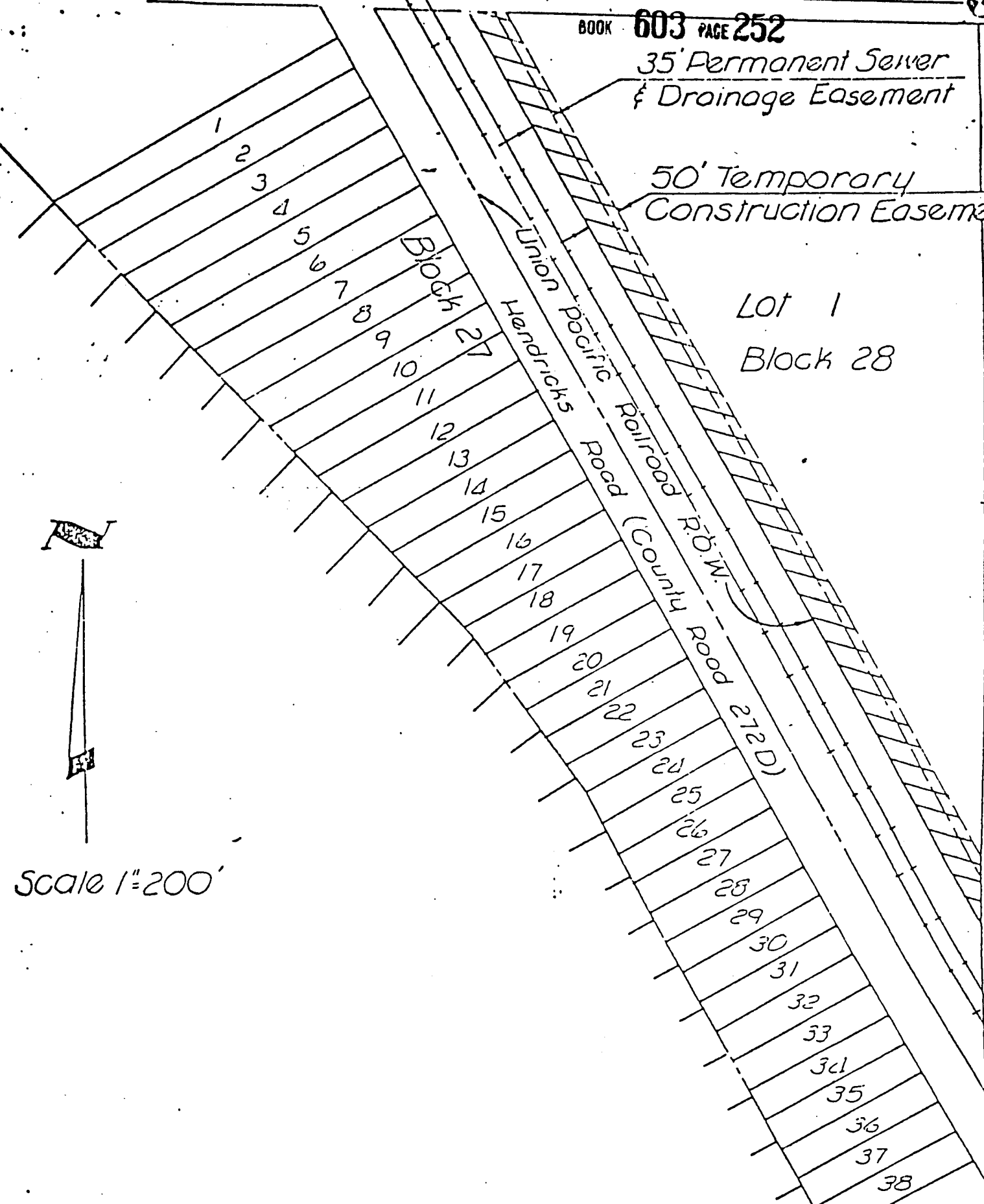
Q Pacific Street

BOOK 603 PAGE 252

35' Permanent Sewer & Drainage Easement

50' Temporary Construction Easement

Lot 1
Block 28



Scale 1"=200'

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

THE FOLLOWING IS THE LEGAL DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN LOT 1, BLOCK 28, PACIFIC HEIGHTS, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 50 FEET OF SAID LOT 1, PARALLEL TO THE WESTERLY

Book 603
 Page 252
 of Block 28
 Fee 1825
 Index ✓
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 EXHIBIT

RECEIVED
 1978 SEP 18 AM 11:13
 HAROLD OSTLER
 REGISTER AND CLERK
 DOUGLAS COUNTY, NEBR.

[Handwritten signature]