

RECEIVED



This instrument after recording to be returned to:

Oct 10 4 16 PM '97



Daniel B. Kinnamon
Erickson & Sederstrom, P.C.
Regency Westpointe
10330 Regency Parkway Drive
Omaha, NE 68114

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

(Space Above This Line for Recording Data)

FEE 25 FB MI-21557
BKP ONE C/O COMP 100
DEL SCAN de FV

PERMANENT SIDEWALK EASEMENTS

THIS GRANT OF PERMANENT EASEMENTS made this 6 day of October, 1997, by MCV1 L.L.C., a Nebraska limited liability company and V&R JOINT VENTURE, a Nebraska general partnership, hereinafter referred to as "GRANTOR", in favor of Sanitary and Improvement District No. 381 of Douglas County, Nebraska, hereinafter referred to as "SID 381", and its successors and assigns.

WITNESSETH:

That said GRANTOR in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to GRANTOR in hand paid by SID 381, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey, and confirm unto SID 381 and its successors and assigns forever, a nonexclusive permanent right and easement to, in its discretion, construct, inspect, build, lay, maintain, repair, replace, and reconstruct sidewalks, in, through and over the parcels of land described as follows, to wit:

As set forth on Exhibit "A", attached hereto and made a part hereof.

To have and to hold unto SID 381, its successors and assigns, together with the right of ingress and egress from said nonexclusive easement areas herein granted for the purpose of constructing, inspecting, maintaining, repairing, replacing and reconstructing said sidewalks at the discretion of SID 381, its successors and assigns.

GRANTOR, its transferees, successors, and assigns may at any time construct or install or cause to be constructed or installed upon or within the easement areas herein granted or grant other easements, licenses, or other rights respecting the easement areas granted herein so as to permit pavement or concrete improvements, fencing, signs, entrance markers, any gas, electric, water, storm sewer, telephone, cable, or any other type of utility lines, pipes, conduits, ducts, or systems, landscaping, trees and other plant materials, all in such manner and to the extent as GRANTOR, its transferees, successors and assigns may deem necessary or appropriate in its sole discretion (collectively, the "Grantor Improvements"). Any construction, installation or repair of Grantor Improvements shall be effected so as not to at any time interfere with the normal use and enjoyment of the sidewalks to be constructed in the easement area granted herein. In the event it becomes necessary to remove or replace said Grantor Improvements in order for SID 381, its successors and assigns, to construct, repair, maintain, or replace said sidewalks SID 381, its successors and assigns, shall have the right, privilege and authority to do so but in that event the removal or repair of said Grantor Improvements shall be done at the expense of SID 381 and its successors and assigns and in that event SID 381 and its successors and assigns shall repair, restore and/or replace any and all of the Grantor Improvements which may be damaged in connection with any

such construction, maintenance, repair, or replacement by SID 381 and its successors and assigns of the sidewalks to the condition thereof before said construction, removal, replacement, or repair and shall cause the easement areas to be left in a neat and orderly condition.

GRANTOR, its transferees, successors and assigns, shall not construct or install, or permit the construction or installation of any buildings or other such permanent structures on, over, or across the easement areas granted herein without the prior written consent of SID 381 or its successors and assigns.

The nonexclusive easements granted herein shall be for the benefit of the transferees, successors and assigns of SID 381, including but not limited to The City of Omaha, Nebraska, a municipal corporation, and any contractor, agent, employee, or representative of SID 381 and The City of Omaha performing any of said construction and work within the easement areas granted herein.

These nonexclusive permanent sidewalk easements shall run with the land perpetually and shall be binding upon and inure to the benefit of the GRANTOR and SID 381, and their respective transferees, successors and assigns and any person or party claiming by, through or under GRANTOR and SID 381 or their respective transferees, successors or assigns.

IN WITNESS WHEREOF, said GRANTOR has caused this Permanent Sidewalk Easements Agreement to be duly executed the day and year first above written.

MCV1 L.L.C., a Nebraska limited liability company

By: 

Milo P. Vacanti, Member

By: 

Charles J. Vacanti, Member

V&R JOINT VENTURE, a Nebraska general partnership

By: V&R Company, a Nebraska general partnership
Its General Partner

By: 

Charles J. Vacanti,
General Partner

By: 

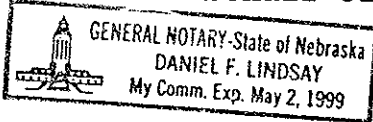
Milo P. Vacanti,
General Partner

By: Vacrand, Inc., a Nebraska corporation
Its General Partner

By: [Signature]
Milo P. Vacanti, its President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

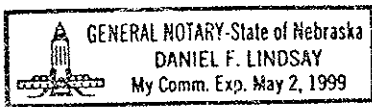
The foregoing instrument was acknowledged before me this 6 day of ~~July~~^{July}, 1997, by Milo P. Vacanti, , and Charles J. Vacanti, each Members of MCV1, L.L.C., a Nebraska limited liability company, to me known to be the identical persons whose names are subscribed to the foregoing instrument and who executed this instrument on behalf of the limited liability company.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

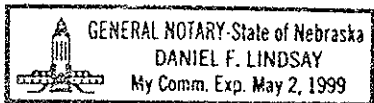
The foregoing instrument was acknowledged before me this 6 day of ~~July~~^{July}, 1997, by MILO P. VACANTI and CHARLES J. VACANTI, each general partners of V&R COMPANY, a Nebraska general partnership, a General Partner of V&R Joint Venture for and on behalf of V&R Company as general partner and V&R Joint Venture.



[Signature]
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 6 day of ~~July~~^{July}, 1997, by MILO P. VACANTI, President of VACRAND, INC., a Nebraska corporation, General Partner of V&R Joint Venture for and on behalf of the corporation and V&R Joint Venture.

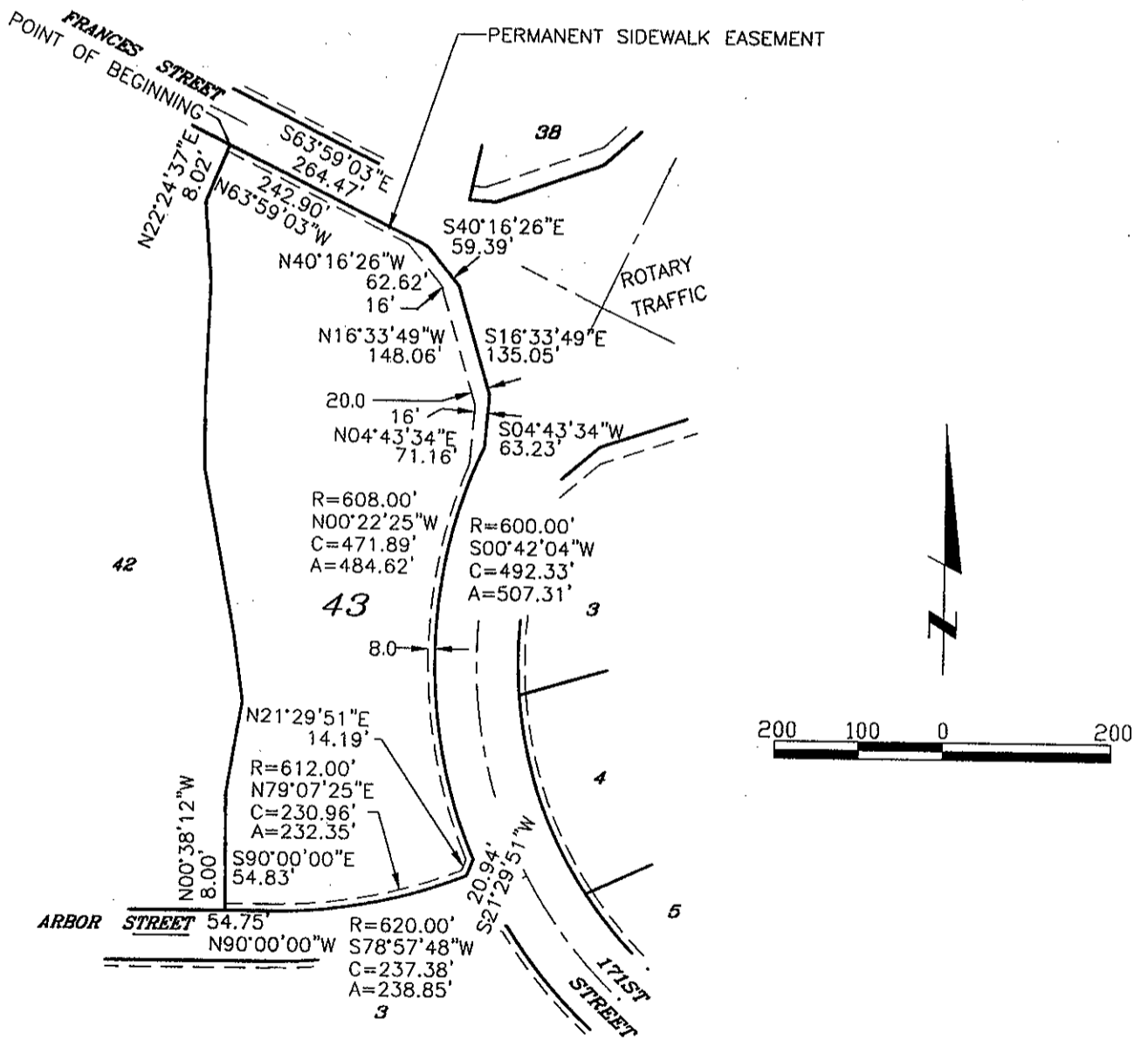


[Signature]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent sidewalk easement over that part of Lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows: SEE ATTACHED SHEET FOR COMPLETE LEGAL DETAILS



89014\8914ESW5 LOT43

Book _____ Page _____ Date JUNE 24, 1997 Dwn.By AET Job Number 89014-6718



lamp, rynearson & associates, inc.
engineers surveyors planners

14747 california street

omaha, nebraska 68154-1979

402-496-2498
FAX 402-496-2730

EXHIBIT "A"

LEGAL DESCRIPTION

A permanent sidewalk easement over that part of Lot 43, LAKESIDE HILLS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northwest corner of said Lot 43;

Thence South 63°59'03" East (bearings referenced to the Final Plat of LAKESIDE HILLS) for 264.47 feet along the south right of way line of Frances Street;

Thence South 40°16'26" East for 59.39 feet along the right of way line of the traffic rotary;

Thence South 16°33'49" East for 135.05 feet along said right of way line;

Thence South 04°43'34" West for 63.23 feet along said right of way line;

Thence along a curve to the left (having a radius of 600.00 feet and a long chord bearing South 00°42'04" West for 492.33 feet) for an arc length of 507.31 feet along the west right of way line of 171st Street;

Thence South 21°29'51" West for 20.94 feet along the transition from the west right of way line of 171st Street to the north right of way line of Arbor Street;

Thence along a curve to the right (having a radius of 620.00 feet and a long chord bearing South 78°57'48" West for 237.38 feet) for an arc length of 238.85 feet along said north right of way line;

Thence North 90°00'00" West for 54.75 feet along said north right of way line to the west line of said Lot 43;

Thence North 00°38'12" West for 8.00 feet along the west line of said Lot 43;

Thence South 90°00'00" East for 54.83 feet parallel with and eight foot (8') north of the north right of way line of Arbor Street;

Thence along a curve to the left (having a radius of 612.00 feet and a long chord bearing North 79°07'25" East for 230.96 feet) for an arc length of 232.35 feet concentric with and eight foot (8') north of said north right of way line;

Thence North 21°29'51" East for 14.19 feet parallel with and eight foot (8') northwest of the transition line from the north right of way line of Arbor Street to the west right of way line of 171st Street;

Thence along a curve to the right (having a radius of 608.00 feet and a long chord bearing North 00°22'25" West for 471.89 feet) for an arc length of 484.62 feet concentric with and eight foot (8') west of the west right of way line of 171st Street;

Thence North 04°43'34" East for 71.16 feet parallel with and sixteen foot (16') west of said right of way line;

Thence North 16°33'49" West for 148.06 feet parallel with and twenty foot (20') west of said right of way line;

Thence North 40°16'26" West for 62.62 feet parallel with and sixteen foot (16') southwest of said right of way line;

Thence North 63°59'03" West for 242.90 feet parallel with and eight foot (8') south of the south right of way line of Frances Street to the west line of said Lot 43;

Thence North 22°24'37" East for 8.02 feet to the Point of Beginning.

Contains 13,339 square feet.

JUNE 24

March 4, 1997

LAMP, RYNEARSON & ASSOCIATES, INC.
89014-6578 (Sidewalk Easement over L43)

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