

96-04403

Copy to:
James E. Lang
11306 Davenport Street
Omaha, NE 68154

96-04403

96 MAR - 8 PM 2:51

Glenn J. ...
REGISTRAR OF DEEDS

Count
Verify
D.E.
Proof
Fee \$ 20.50
C.
L.

GRANT OF EASEMENT

**Permanent Sanitary Sewer, Utilities
and Ingress and Egress Easement**

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, WILTHAM PLACE LIMITED PARTNERSHIP, a Nebraska limited partnership, hereinafter referred to as the "Grantor", hereby grants and conveys to itself, the City of LaVista, Nebraska ("LaVista"), for its use and the use of the public, all present and future owners of property within Lots 1 through 3, inclusive, Wiltham Place, a subdivision in Sarpy County, Nebraska, and the lessees, invitees, representatives, successors and assigns of such owners, hereinafter collectively referred to as "Grantees", a permanent sanitary sewer, utilities, and ingress and egress easement, in, through, over and under the parcel of land described as follows:

See Exhibit "A" attached hereto and by this reference made a part of this Easement for the legal description of the easement area (hereinafter the "Easement Area").

for the following purposes:

1. Ingress and egress for the benefit of the Grantor and Grantees from and to Lots 1 through 3, inclusive, Wiltham Place, a subdivision in Sarpy County, Nebraska, Giles Road and all adjoining properties over the Easement Area.
2. The construction, reconstruction, maintenance and repair of a hard surfaced roadway within the Easement area.
3. The construction, reconstruction, maintenance and repair of a sanitary sewer line or main, water line or main, gas line or main, telephone lines, cable television lines, storm sewers, gas lines and any and all other utilities (hereinafter collectively referred to as "Utilities") within the Easement Area in order to serve the Property and the Grantor and Grantees.

The Grantor shall complete the initial installation of the roadway and Utilities. Thereafter, any reconstruction, maintenance or repair work shall be performed by the Grantees, other than LaVista, and shall be performed in a workmanlike manner, and upon completion of

such work, the Grantees, other than LaVista, shall repair or restore any damage done by such Grantees as a result of such work, or as a result of any subsequent entry on the Easement Area.

Except for the roadway and the Utilities, no other building, improvement or other structure shall be placed over the Easement Area by the Grantees, their successor or assigns, without the express written approval of the Grantor.

In the event the Grantor, or its successors and assigns, fail to construct the hard surfaced roadway and sewer in accordance with the standards of LaVista or fail to repair and maintain same in a good condition pursuant to the standards of LaVista then LaVista shall have the right, after reasonable written notice to Grantor, or its successors or assigns in title, to take action necessary to cure such failure, nonperformance or other violation and shall have the right to assess the cost against the properties within the subdivision. Such assessment shall be made by levy a of special assessment against properties using, to the extent applicable, the same levying procedures the City uses in levying special assessments for public improvements. No portion of such cost shall be allocated to the City.

The Grantor does hereby warrant and confirm to the Grantees that it is the owner of the Easement Area and that it has the right to grant and convey this Easement in the manner aforesaid and that it shall warrant and defend this Easement to the Grantees, their successors and assigns, against any lawful claims and demands of all persons.

This easement runs with the land and shall run in favor of and be binding upon the respective assigns, successors, agents, lessees, invitees and representatives of the Grantor and Grantees.

DATED this 8th day of March, 1996.

**WILTHAM PLACE LIMITED PARTNERSHIP,
A NEBRASKA LIMITED PARTNERSHIP**

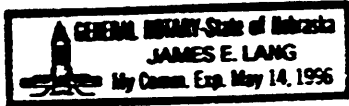
By: Willard Construction Co., Inc.,
a Nebraska corporation, General
Partner

By: Willard I. Friedman
Willard I. Friedman, President

96-04403B

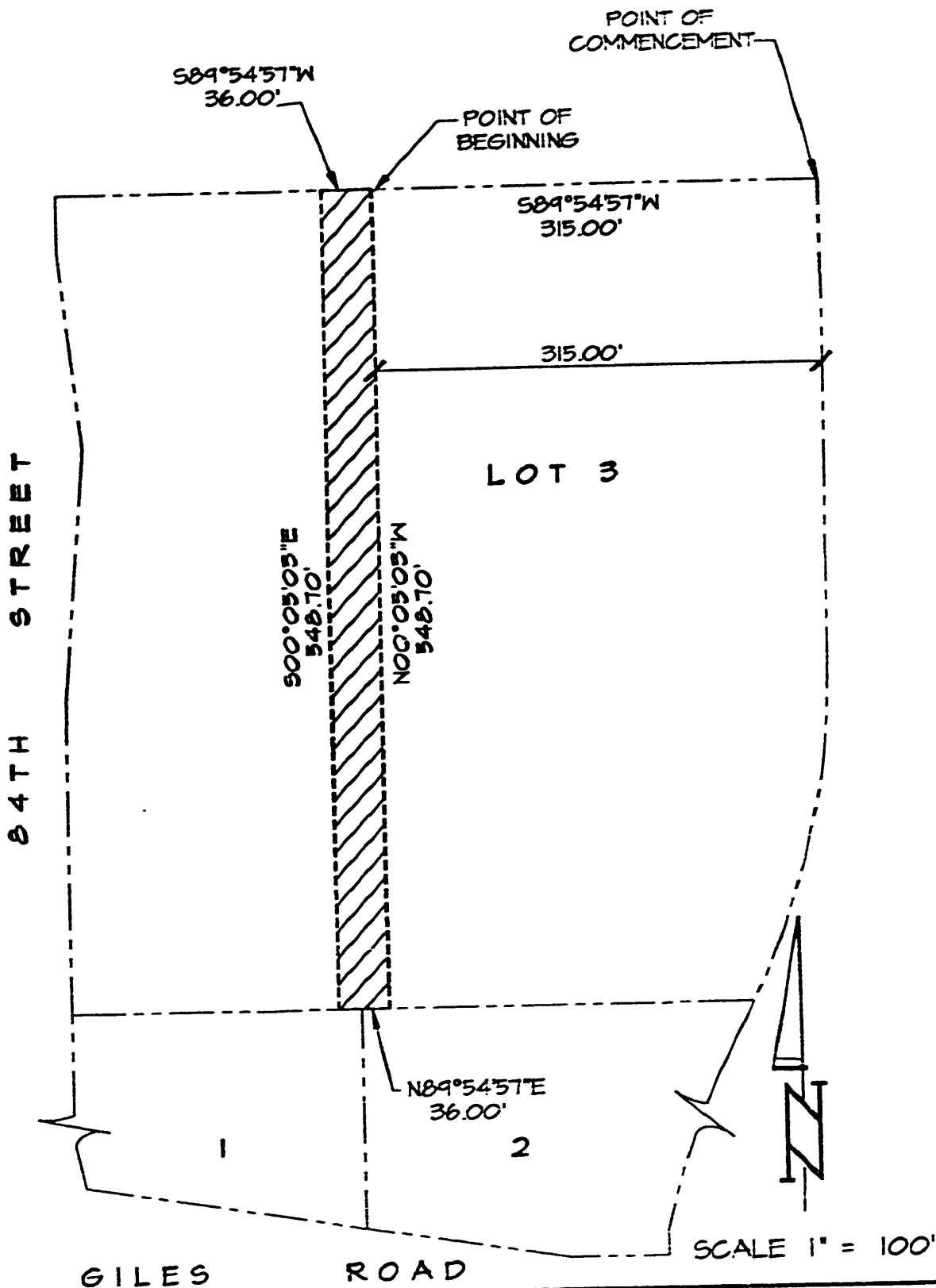
STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing easement was acknowledged on this 8th day of March, 1996, by Willard I. Friedman, the President of Willard Construction Co., Inc., a Nebraska corporation, the General Partner of Wiltham Place Limited Partnership, a Nebraska limited partnership, on behalf of such general partner and such partnership.



James E. Lang
Notary Public

and Original Survey
Easement



LEGAL DESCRIPTION

THAT PART OF LOT 3, WILTHAM PLACE, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 3; THENCE $589^{\circ}54'57''W$ (ASSUMED BEARING) 315.00 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING $589^{\circ}54'57''W$ 36.00 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE $500^{\circ}05'03''E$ 548.70 FEET ON A LINE 351.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF SAID LOT 3 TO THE SOUTH LINE THEREOF; THENCE $N89^{\circ}54'57''E$ 36.00 FEET ON THE SOUTH LINE OF SAID LOT 3; THENCE $500^{\circ}05'03''E$ 548.70 FEET ON A LINE 315.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

Exhibit "A"

WILLARD FREIDMAN

TD2 FILE NO. 1018-101A

DATE: OCTOBER 9, 1995

THOMPSON, DREESSEN AND DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860