

96-04919

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

96-04919

SEP 15 PM 4:20

James E. Lang

REGISTERED DEEDS
GRANT OF EASEMENT

lp.
Counor
Verify
D.E.
Proof
Fee \$15.50
Ck
Cash
Chg

Pedestrian 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, for its use and the use of the public, hereinafter referred to as the "Grantee", a permanent pedestrian easement for ingress and egress through and over 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 Grantee over and through the Easement Area.
2. The construction, reconstruction, maintenance and repair of a pedestrian walkway and such pedestrian related improvements, if any, the City of LaVista may build thereon within the Easement Area.
3. All of the costs for the construction, reconstruction, maintenance and/or repair of the pedestrian walkway within the Easement Area shall be paid by the Grantee, and the Grantor shall have no obligation to pay for such costs.

This easement is granted on the condition that in the event the Grantee does not commence construction of a pedestrian walkway within the Easement Area within two years from the date of this easement, this easement shall be deemed abandoned by the Grantee, in which event the Grantee, upon the Grantor's request, shall release this easement of record.

Except for the pedestrian walkway improvement, no other improvement or structure shall be placed within the Easement Area by the Grantee, its successors or assigns, without the express written approval of the Grantor.

The Grantor does hereby warrant and confirm to the Grantee 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 Grantee, its 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 8 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

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

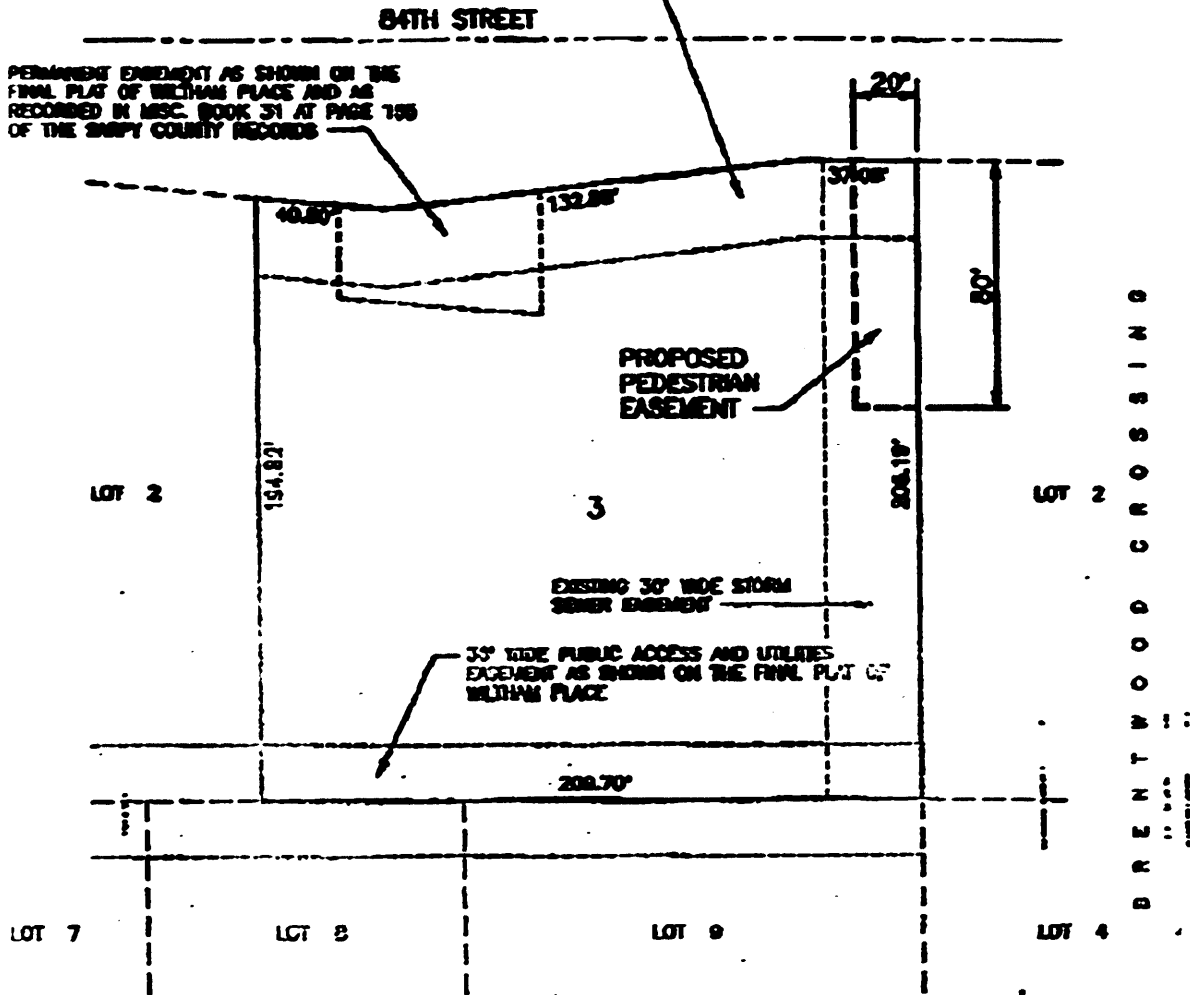
The foregoing easement was acknowledged on this 8th day of March, 1996, by Willard I. Friedman, the President of Willard Construction Co., Inc., a Nebraska corporation, the General Partner of Wiltham Place Limited Partnership, a Nebraska limited partnership, on behalf of such general partner and such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

James E. Long
Notary Public

96-04919 B

25' WIDE NW BELL TELEPHONE CO. EASEMENT AS SHOWN ON THE FINAL PLAT OF WILHAM PLACE AND AS RECORDED IN MISC. BOOK 48 AT PAGE 674 OF THE SARPY COUNTY RECORDS

PERMANENT EASEMENT AS SHOWN ON THE FINAL PLAT OF WILHAM PLACE AND AS RECORDED IN MISC. BOOK 31 AT PAGE 156 OF THE SARPY COUNTY RECORDS



LEGAL DESCRIPTION:

THE WEST 80.00 FEET OF THE NORTH 20.00 FEET OF LOT 3, WILHAM PLACE REPLAT 1, A SUBDIVISION AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA



PROPOSED PEDESTRIAN EASEMENT
LOT 3, WILHAM PLACE REPLAT 1
171-214 171214E.DWG
1-20-06

Exhibit "A"