

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

96-04920

SEP 15 PM 4: 21

James E. Lang
REGISTRAR

96-04920

Counter
Verify
D.F.
Proof
Fee \$20.50
Chk
Cash
Chg

GRANT OF EASEMENT

Permanent Roadway Easement

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, School District No. 27 a/k/a Papillion-LaVista Public Schools, hereinafter referred to as the "Grantor", hereby grants and conveys to Wiltham Place Limited Partnership, a Nebraska Limited Partnership ("Wiltham Place") the City of LaVista, Nebraska, for its use and the use of the public, U.S. West, all present and future owners of property within Lot 1, Wiltham Place, a subdivision in Sarpy County, Nebraska, and Lots 1 through 9, inclusive, Wiltham Place Replat I, 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 roadway 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 Grantees from and to Lot 1, Wiltham Place, a subdivision in Sarpy County, Nebraska, Lots 1 through 9, inclusive, Wiltham Place Replat 1, a subdivision in Sarpy County, Nebraska, Giles Road and the U.S. West facility to the east over the Easement Area.
2. The construction, reconstruction, maintenance and repair of a hard surfaced roadway over and within the Easement area.
3. Wiltham Place shall construct the hard surfaced roadway pursuant to the standards of the City of LaVista in a good and workmanlike manner. After the initial construction, Wiltham Place, or its successors and assigns, shall maintain the roadway in good condition pursuant to the standards of the City of LaVista, Nebraska, and any maintenance, repair or reconstruction work on the roadway shall be performed by and paid for by Wiltham Place, or its successors and assigns, and such work shall be performed in a workmanlike manner, and upon completion of such work, Wiltham Place, or its successors and assigns, shall repair or restore any damage done to the Easement Area as a result of such work, or as a result of any subsequent entry on the easement area.

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Except for the roadway grading and landscaping, 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 Wiltham Place, or its successors and assigns, fail to construct the hard surfaced roadway in accordance with the standards of the City of LaVista or fail to repair and maintain same in a good condition pursuant to the standards of the City of LaVista then the City of LaVista shall have the right, after reasonable written notice to Wiltham Place 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 a levy 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 or to the Grantor.

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 11th day of March, 1996.

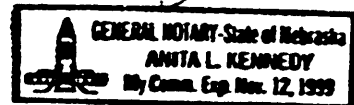
SCHOOL DISTRICT NO. 27 a/k/a
PAPILLION-LAVISTA PUBLIC SCHOOLS

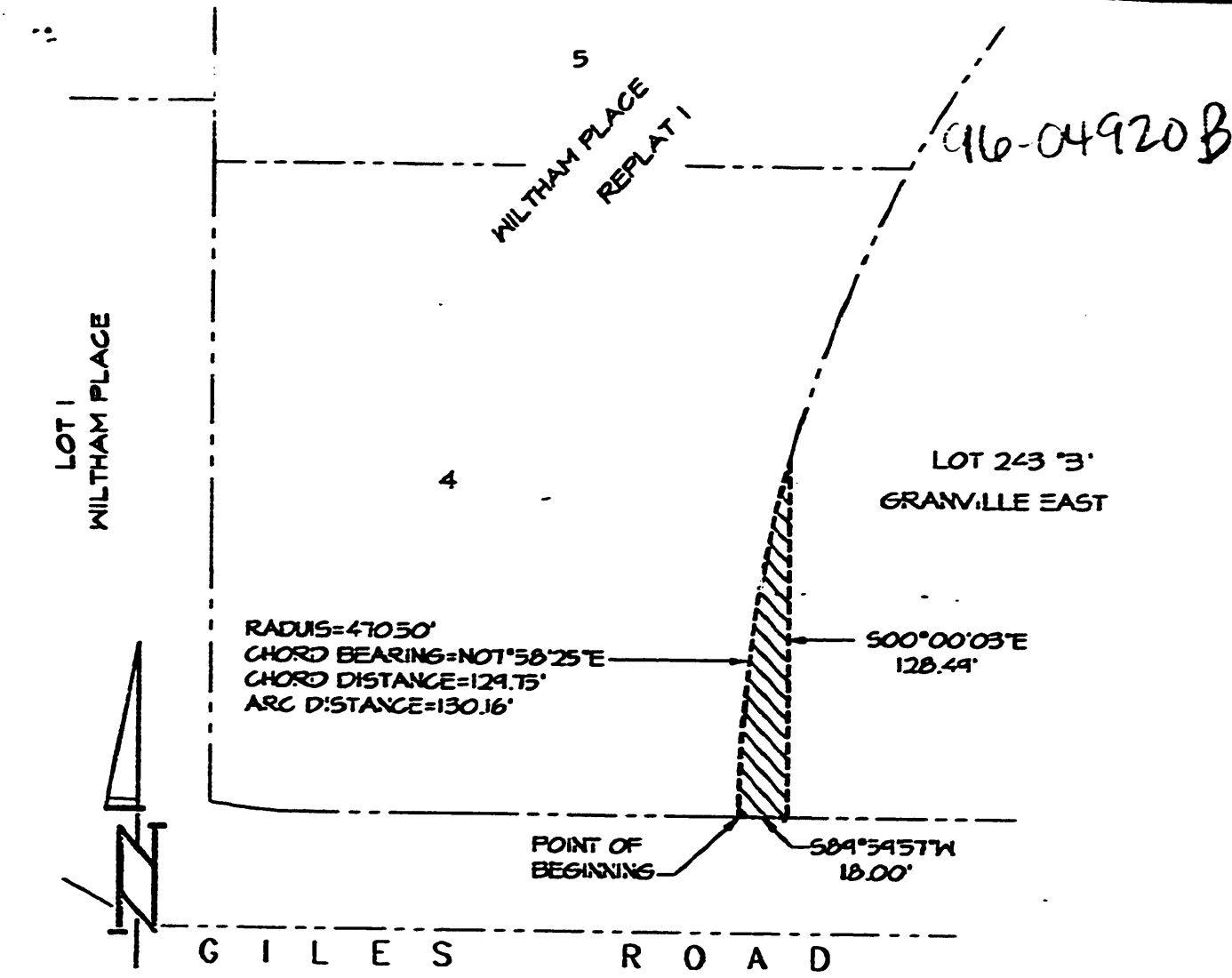
By: Kathryn Goodman
Its: President

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS.

The foregoing easement was acknowledged on this 11 day of March, 1996, by Kathryn Goodman, the President of School District No. 27 a/k/a Papillion-LaVista Public Schools, on behalf of such school district.

Anita L. Kennedy
Notary Public





SCALE 1" = 60'

LEGAL DESCRIPTION

THAT PART OF LOT 243 "B", GRANVILLE EAST, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID LOT 243 "B"; THENCE NORTHEASTERLY ON THE WEST LINE OF SAID LOT 243 "B" AND ON A 470.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N07°58'25"E, CHORD DISTANCE 129.75 FEET, AN ARC DISTANCE OF 130.16 FEET; THENCE 500°00'03"E 128.49 FEET ON A NONTANGENT LINE TO THE SOUTH LINE OF SAID LOT 243 "B"; THENCE 589°59'57"W 18.00 FEET ON THE SOUTH LINE OF SAID LOT 243 "B" TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS.

EXHIBIT "A"

96-04920C

CONSENT OF U. S. WEST

U. S. WEST, who is the owner and holder of an easement, which covers the Easement Area described in the above Grant of Easement, hereby consents to the terms, conditions and provisions of the above Grant of Easement to Wiltham Place.

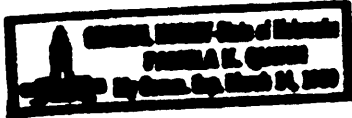
DATED this 22 day of February, 1996.

U. S. WEST, a corporation

By: James V. Quinn
Its: Manager Easement

STATE OF Nebraska
COUNTY OF Douglas ss.

On this 22 day of February, 1996, the foregoing instrument was executed before me by James V. Quinn, the Manager Easement of U. S. West, a corporation, on behalf of such corporation.



Pamela L. Quinn
Notary Public