

97-01356

REGISTERED NUMBER
97-001356

97 JAN 23 PM 1:39

Glenn J. ...
REGISTER OF DEEDS

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\$15.50

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

GRANT OF EASEMENT

Permanent Sewer 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 Lot 1, Wiltham Place, a subdivision in Sarpy County, Nebraska, and Lots 1 through 9, inclusive, Wiltham Place, Replat 1, 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 sewer 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"),

on which the Grantor and the Grantees may construct, reconstruct, maintain and repair a sanitary sewer line. The Grantor and the Grantees shall have the right to enter upon this Easement Area at any time to inspect, construct, reconstruct, maintain and repair said sanitary sewer line.

The Grantor shall complete the initial installation of the sanitary sewer line. 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 the Grantees as a result of such work, or as a result of any subsequent entry on the Easement Area.

No building, improvement or other structure shall be placed over said easement by the Grantees, their successor or assigns, without the express written approval of the Grantor, provided, however, a hard surfaced street, parking lot, trees, grass, crops and shrubbery may be installed within the Easement Area by the Grantees, and their successors and assigns, and that in the event it becomes necessary to repair, remove or replace said sewer line, the Grantees shall have the right to remove such street, parking lot, trees, crops, grass or shrubbery and said premises shall thereafter be restored by the Grantees, their successors and assigns, to the condition existing before said removal.

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In the event the Grantor, or its successors and assigns, fail to construct the 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 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 22 day of January, 1997.

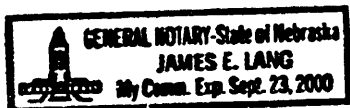
WILTHAM PLACE LIMITED PARTNERSHIP,
A NEBRASKA LIMITED PARTNERSHIP

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

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

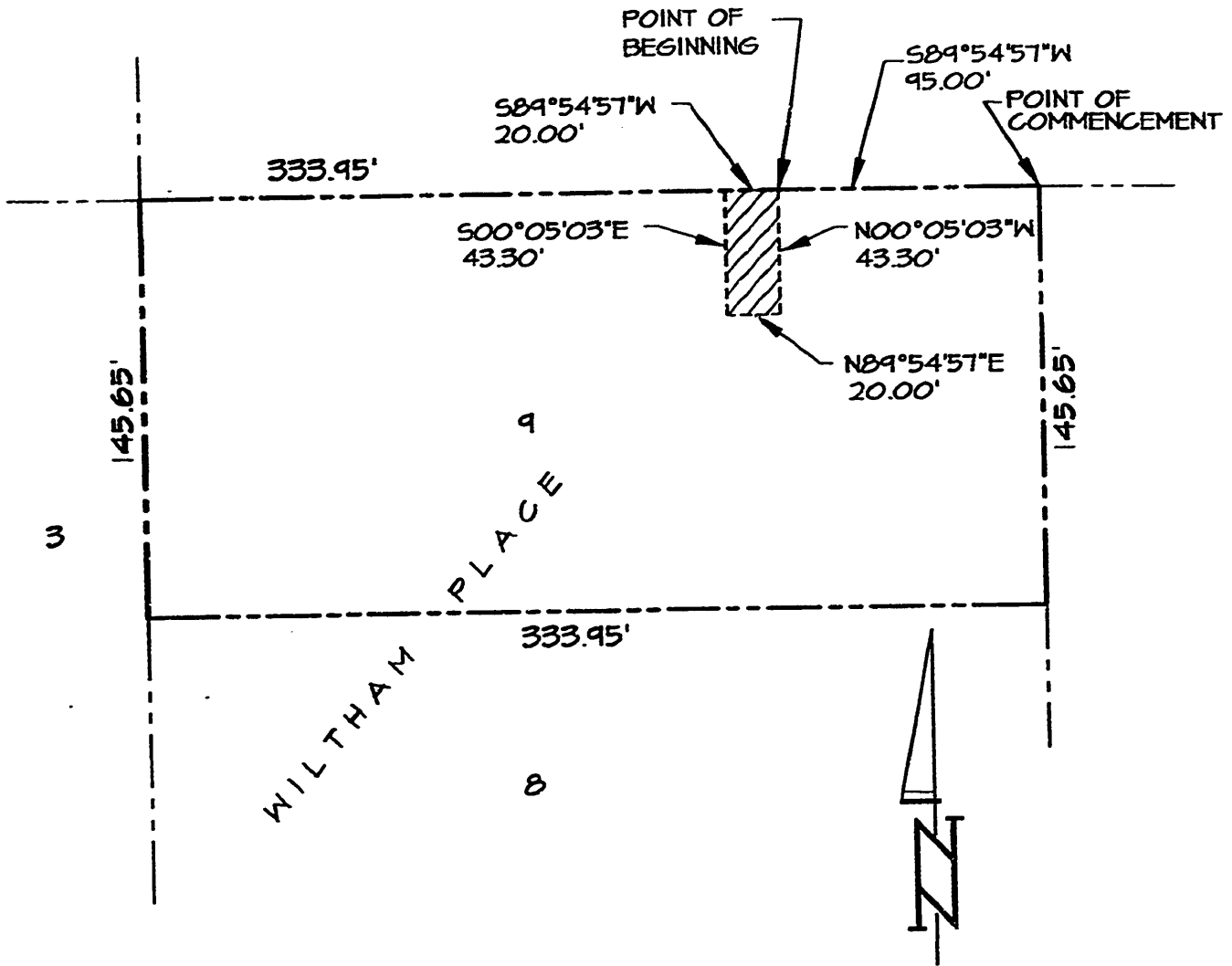
STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing easement was acknowledged on this 22nd day of January, 1997, 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

BRENTWOOD CROSSING



SCALE 1" = 60'

LEGAL DESCRIPTION

THAT PART OF LOT 9, WILTHAM PLACE REPLAT 1, A SUBDIVISION AS SURVEYED, FLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 9; THENCE S89°54'57"W (ASSUMED BEARING) 95.00 FEET ON THE NORTH LINE OF SAID LOT 9 TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'57"W 20.00 FEET ON SAID NORTH LINE; THENCE 500°05'03"E 43.30 FEET ON A LINE 115.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 9; THENCE N89°54'57"E 20.00 FEET ON A LINE 43.30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 9; THENCE N00°05'03"W 43.30 FEET ON A LINE 95.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 9 TO THE POINT OF BEGINNING.

WILLARD FRIEDMAN

TD2 FILE NO. 1018-101-F

DATE: JAN. 21, 1997

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