

BK 0842 PG 203



MISC 1988 03822

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1988 MAR 15 AM 8:52

EASEMENT

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THOMPSON, DREESSEN & DORNER, INC., a Nebraska corporation (hereinafter "Grantor"), owner of the real estate described as follows, to-wit:

Parcel E, Old Mill Business Center, a subdivision, surveyed, platted and recorded in Douglas County, Nebraska, being a portion of Lot 14 and a portion of Lot 15, Old Mill Plaza, Douglas County, Nebraska (the "Property");

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the owners of the following described real property (hereinafter collectively the "Grantees"); to-wit:

Parcels A through K, inclusive, Old Mill Business Center, a subdivision, surveyed, platted and recorded in Douglas County, Nebraska, being a portion of Lot 14 and a portion of Lot 15, Old Mill Plaza, Douglas County, Nebraska,

a permanent easement with rights of ingress and egress thereto, to accomplish changes, replacements or repairs to sewers, gas lines, telephone lines, cable lines, electrical lines, and other utilities situated over, upon, across and under the Property and which are in existence as of the date of this Easement.

In granting this Easement, it is understood that the rights conveyed to the Grantees hereunder shall in no way unreasonably interfere with or inconvenience the day-to-day business operations of the Grantor conducted within the building located on the Property; that in the event there is a need for the replacement of any of the above described utilities located beneath the building on the Property, any new utility services shall be constructed outside the perimeter of the building located on the Property. Damages to the building, landscaping and grass areas located on the Property and arising from the repair, replacement and maintenance of the aforesaid utility systems shall be paid for by the Grantees.

The Grantor covenants that it has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that its successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantees forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

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This Easement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

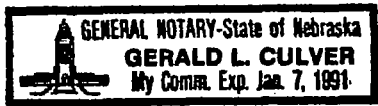
IN WITNESS WHEREOF, the Grantor has caused the execution of this Easement this 9 day of March, 1988.

THOMPSON, DREESSEN & DORNER,
INC., a Nebraska corporation

By *Robert E. Dreesse* president

STATE OF NEBRASKA)
) ss:
COUNTY DOUGLAS)

The foregoing instrument was acknowledged before me this 9 day of March, 1988, by ROBERT E. DREESSEN, of THOMPSON, DREESSEN & DORNER, INC., a Nebraska corporation, on behalf of the corporation.



Gerald L. Culver
Notary Public