

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this _____ day of April, 1981, between the undersigned WEST CENTER ROAD PARTNERSHIP, a Nebraska General Partnership,

(herein called "Grantor" whether one or more), and SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF Omaha in the State of Nebraska, a Municipal Corporation (hereinafter collectively called "Grantee" except as otherwise noted),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns forever, a permanent sewer and drainage easement in, through, under, over, on and across Lots 1 and 2 as more fully shown on Exhibits A and B; in West Center Plaza, a subdivision in Douglas County, Nebraska. The width and exact location of said permanent easementway is described in EXHIBITS attached hereto and by this reference incorporated herein. This easement runs with the land, and is partly in exchange for abandonment by the District of an easement in Lot 6 of said subdivision.

2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of a permanent sanitary or storm sewer and drainageway including all related or necessary appurtenances thereto and the transmission through said sewers of sanitary sewage. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary or storm sewer improvements are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain said sewer and drainage improvements as public facilities; and PROVIDED further that Grantee shall have a temporary construction easement in, through, under, over, on, across and upon that portion of said real property owned by Grantor described and identified as a temporary construction easement on said EXHIBIT "A" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said above-noted facilities, or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this permanent easement grant, said Grantee, Sanitary and Improvement District No. 290 of Douglas County, Nebraska, covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition(s) as exists on date hereof.

4. Grantor herein, for himself or itself, his heirs, personal representatives, successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that they are free from encumbrances; that Grantor has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

5. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

EXECUTED on the day and year first above written.

WEST CENTER ROAD PARTNERSHIP

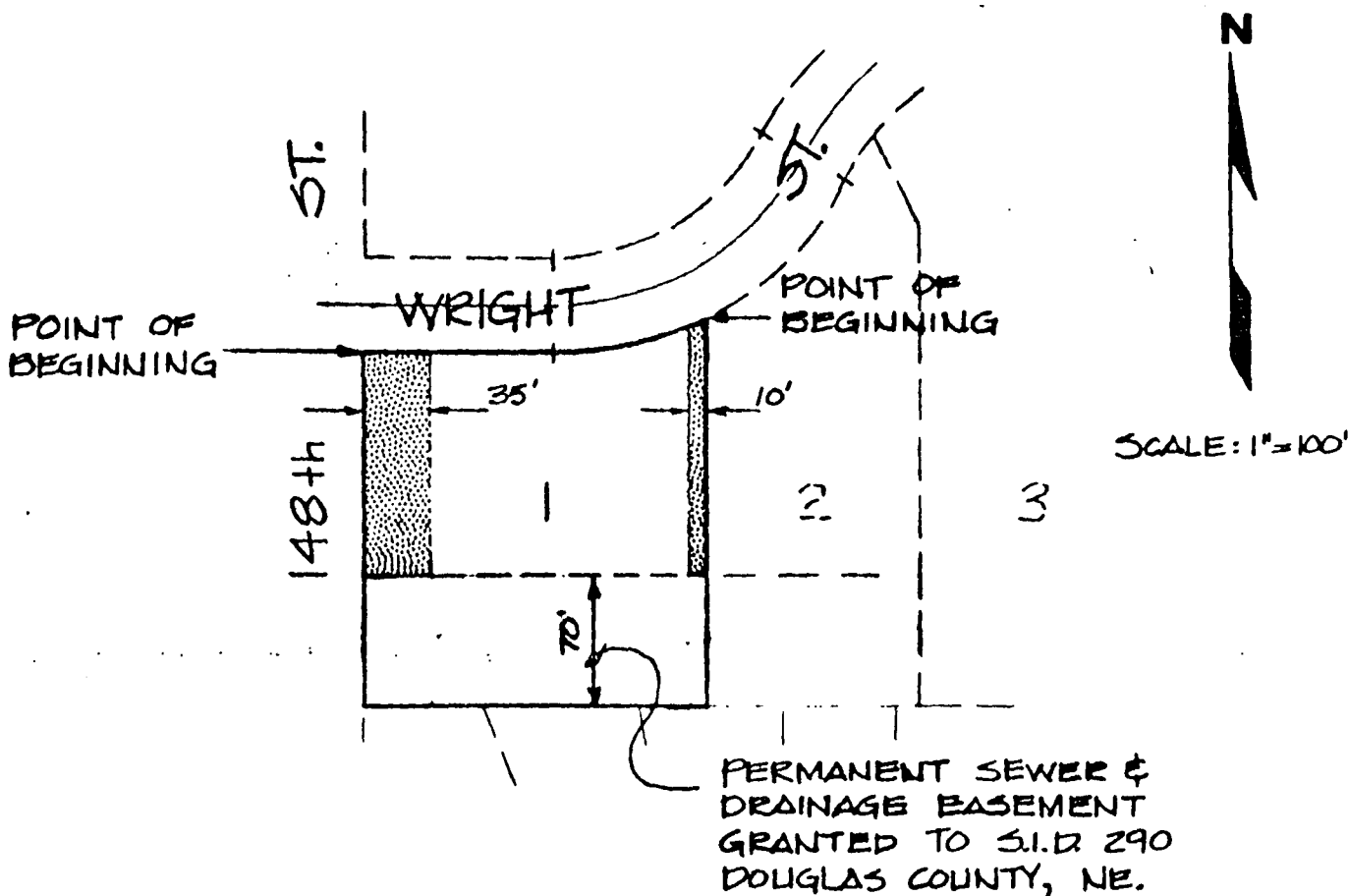
By: 

PERMANENT SANITARY SEWER EASEMENT

A permanent sanitary sewer easement over and across the East 10.0 feet of Lot 1, West Center Plaza, as surveyed, platted, and recorded in Douglas County, Nebraska, except the South 70.0 feet of said Lot 1.

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

A permanent storm sewer and drainage easement over and across the West 35.0 feet of Lot 1, West Center Plaza, as surveyed, platted, and recorded in Douglas County, Nebraska, except the South 70.0 feet of said Lot 1.



Dm. By SS CKJ By _____

Date 3-12-81

Job Number 800072-02



lamp, rynearson & associates, inc.
architects engineers surveyors planners

9290 west dodge road
323 w. koenig street

omaha, nebraska 68114
grand island, nebraska 68801

402-327-3008
308-322-4077

LEGAL DESCRIPTION

PERMANENT SANITARY SEWER EASEMENT

A permanent sanitary sewer easement over and across the West 10.0 feet of Lot 2, West Center Plaza, as surveyed, platted, and recorded in Douglas County, Nebraska, except the South 70.0 feet thereof.

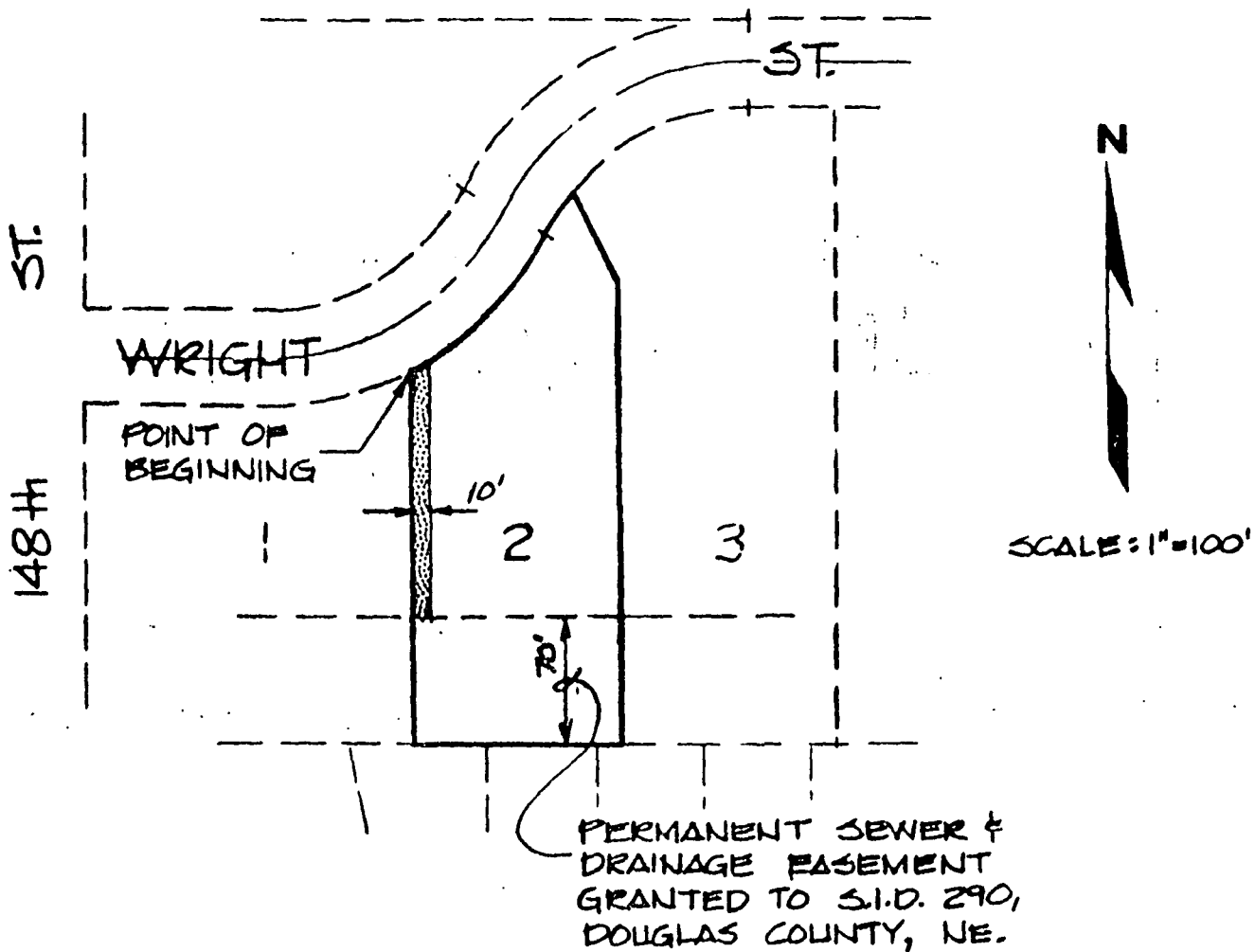
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1981 MAY 14 AM 8:34

C. HAROLD DOSTLER
REGISTERED SURVEYOR
DOUGLAS COUNTY, NEBR.

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CORP
S.D. 290
8-11-3083

WEST CENTER ROAD



Drn. By SS Ckd. By _____

Date 3-12-81

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lamp, rynearson & associates, inc.
architects engineers surveyors planners

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