

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT ROSS' STEAK HOUSE, INC., a Nebraska Corporation
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of
Twenty-Four Thousand Three Hundred Ten and No/100- Dollars (\$ 24,310.00)
and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and
convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as
CITY, and to its successors and assigns, an easement for the right to construct, maintain and operate a
Sanitary Outfall Sewer,
and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

(SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND PLAT DRAWING)

See Page 2, Sheet 1 of 2 and 2 of 2.

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of
ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating
said Sewer at the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to
use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the CITY
to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY. Improvements which may be approved by CITY include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his heirs, successors or assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said CITY and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors, and administrators, shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this
2nd day of December A.D., 19 2011.

Ross' Steak House, Inc.
Name of Corporation

Corporate
Seal

By Ross L. Lavello President
Attest Josephine J. Lavello Secretary

(Acknowledged on reverse side hereof)

24-15-12

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this _____ day of _____, 19____, before me a Notary Public,
in and for said County, personally came the aboved named:

_____ who is (are) personally known to me to be the identical person(s) whose name(s)
is (are) affixed to the above instrument and acknowledged the instrument to be
his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Notary Public

My Commission expires _____

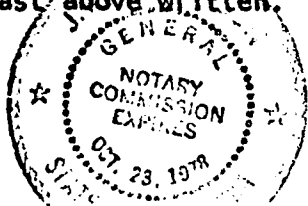
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 2nd day of December, 1977, before me, the
undersigned, a Notary Public in and for said County, personally came

John S. Lucello President of First State Bank - Inc.
a corporation Corporation,

and Donald S. Lucello, Secretary of said Corporation, to me
personally known to be the President and Secretary respectively of said Corporation
and the identical persons whose names are affixed to the foregoing instrument, and
acknowledged the execution thereof to be their respective voluntary act and deed as
such officers and the voluntary act and deed of said Corporation, and the Corporate
Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year
last above written.



Donald S. Lucello
Notary Public

My Commission expires 10-23-77

POOR INSTRUMENT FILED

CONDITIONS TO BE MADE PART OF A
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
BETWEEN
ROSS' STEAK HOUSE AND THE CITY OF OMAHA

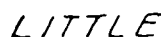
The following conditions were agreed upon in lieu of any payment for the Temporary Construction Easement required for the project by the City on Ross' Steak House property.

1. At no cost to the owner, the existing parking area east of and southwest of Ross' Steak House is to be paved with 4 inches of asphalt surface course, in areas of existing dirt surfaces, and 2 inches overlay of asphalt surface course in areas where asphalt surfaces exist. The areas to be paved either with a 2 inch asphalt overlay or with a 4 inch asphalt surface course are shown on the plat drawing attached and to be made part of the Temporary Construction Easement Agreement. The maintenance and repair of the newly paved parking area will be at the owner's expense, and the City will not be held liable for any maintenance or repair problems occurring in the parking area after construction. See plat drawing, page 4.
2. The City will disconnect all existing storm drains which are presently connected to the existing sanitary sewer line located in the existing parking area, and the City will build, at no cost to the owner, a storm drainage system connecting the existing inlets and discharging the storm water into the Little Papillion Creek.
3. A canopy will be constructed along the south wall of Ross' Steak House affording his customers and patrons adequate protection during the construction period. The type of canopy to be used will be at the owner's selection and it will be the owner's total responsibility to erect this canopy prior to the construction of the outfall sewer. The City has agreed to compensate Ross' Steak House for the total cost of this canopy, \$ 2,000.00 .
4. The City will acquire from Ross' Steak House the temporary construction easements required for a parking area on the south 230± feet of Ross' property. Said Temporary Construction Easement to be used for parking facilities by Caniglia's customers during the sanitary outfall sewer construction on Caniglia's property. This easement will make available to the patrons and customers of Caniglia's Steak House a place to park their cars. During the construction period the City will grade and surface the area with crushed rock as required, for a parking lot. This is to be at no expense to either owners of Caniglia's Steak House or Ross' Steak House. See plat drawing, page 5.

The Temporary Construction Easement obtained from Ross' property for Caniglia's use for parking, will be made available to Caniglia's during the time construction of the sanitary outfall sewer line on Caniglia's property is in progress. Attached and made a part of the Temporary Construction Easement Agreement is a plat drawing showing the limits of the proposed parking area to be acquired and rocked. See page 5.

5. After completion of the project the City will erect a cable type fence barricade between the Caniglia's north property line and Ross' south property line, in order to eliminate future right-of-way problems, whereas customers might continue to park their cars on the crushed rock area (Ross' property) which was made available to Caniglia's for parking during the construction of the sanitary outfall sewer on Caniglia's existing parking lot.
6. The area disturbed by the construction of the sanitary outfall sewer on Ross' Steak House property will be graded and leveled as required in order to eliminate as many water pockets as now exist on the property. The grading will be within the construction limits of the easement only and will be determined in the field during construction.
7. During construction, use of the north driveway for ingress and egress of delivery trucks into Ross' Steak House Loading areas, east of the building, could not be used due to the existing low overhang of the overhead canopy, making delivery truck passage under the overhead canopy impossible, and:
 - a. The City will obtain, at no cost to the owner, either the easement rights for ingress and egress of delivery trucks to use the property north of Ross' Steak House (Tire, Inc. and the Rec Room Shop) as a means to reach the loading areas east of Ross' Steak House, or
 - b. If the City cannot obtain the above mentioned rights from the owners and lessees north of Ross' Steak House, the City will then obtain the easement rights from Caniglia's property, allowing ingress and egress of delivery trucks through Caniglia's parking lot to Ross' Steak House loading areas.

608/1

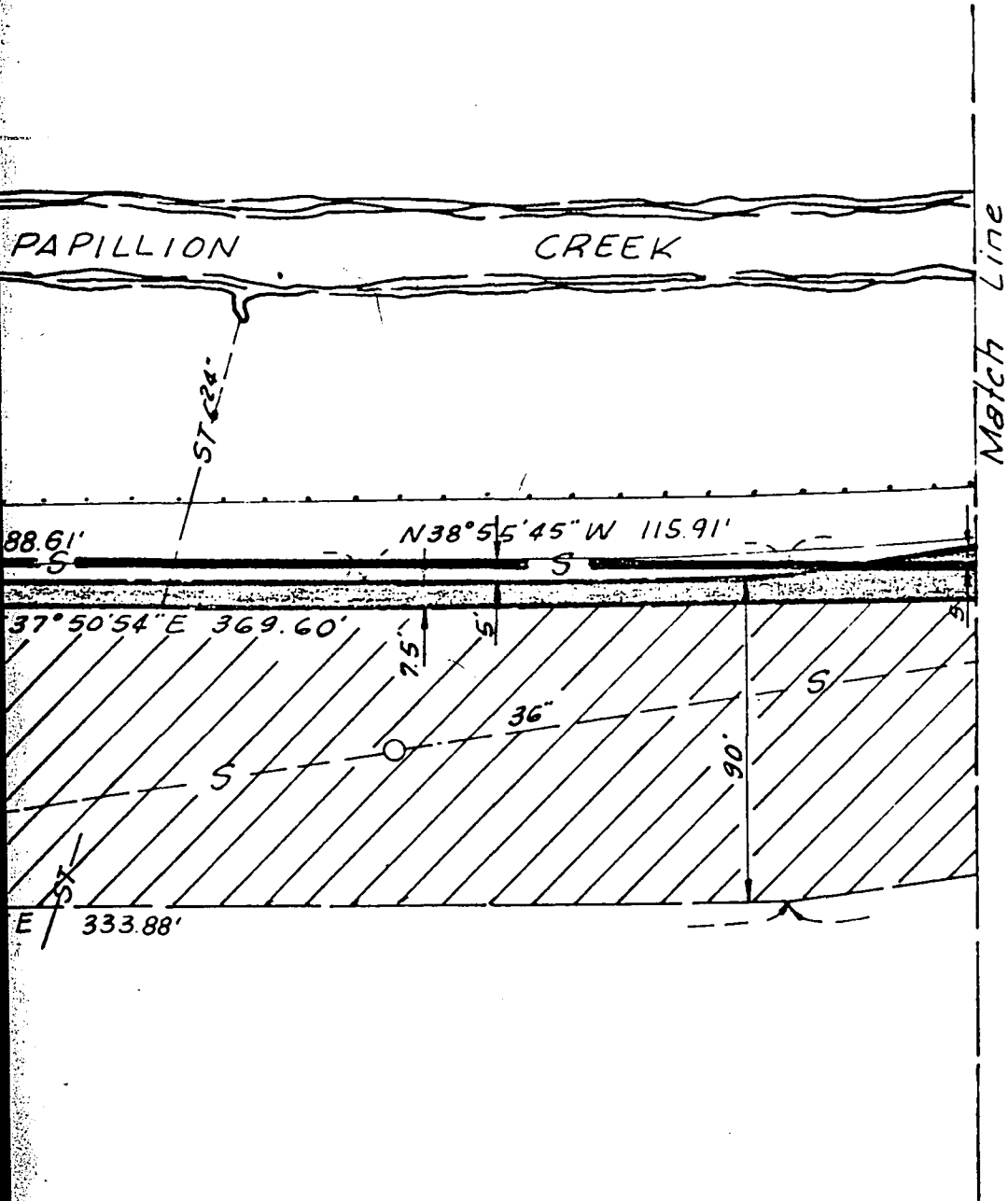
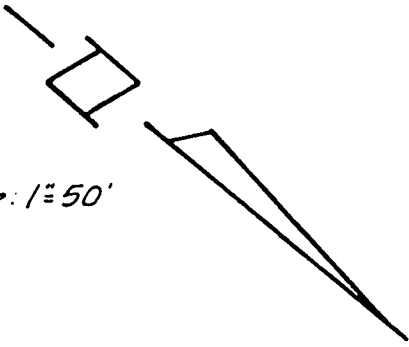


Porking Ar
Crushed Rd

NOTE:

1. Trees and bushes in the easement area shall be removed by the contractor if necessitated by construction.
2. Seeding shall be applied to all unsurfaced areas disturbed by the contractor.

Scale: 1"=50'



RIGHT OF WAY TRACT PLAT

LEGAL DESCRIPTION:

The South 470 feet more or less of the North 1070 feet more or less of the East 610 feet of the West 660 feet being Northeast of the Little Papillion Creek Channel right-of-way in the SW 1/4 of the SW 1/4 of Section 24, T15N, R12E of the 6th P.M., Douglas County, Nebraska.

PERMANENT EASEMENT:




A Permanent Easement in the SW 1/4 SW 1/4 of Section 24, T15N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

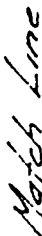
Commencing at the Southwest corner of said Section 24; thence N00°06'42"E (assumed bearing) along the West line of the SW 1/4 of said Section 24, a distance of 721.30 feet; thence S89°53'18"E, a distance of 50.00 feet to the Point of Beginning on the East right-of-way line of 72nd Street; thence N90°00'00"E, a distance of 5.31 feet; thence S56°48'43"E, a distance of 219.16 feet; thence S45°30'25"E parallel to and 17.5 feet normally distant Northeasterly from the Easterly right-of-way line of Little Papillion Creek Channel a distance of 94.09 feet; thence S37°50'54"E, parallel to and 7.5 feet normally distant Northeasterly from the Easterly right-of-way line of Little Papillion Creek Channel, a distance of 369.60 feet; thence S90°00'00"W, a distance of 9.50 feet to the Easterly right-of-way line of Little Papillion Creek Channel; thence Northwesterly along the Easterly right-of-way line of Little Papillion Creek Channel along the following courses: N37°50'54"W, a distance of 188.61 feet; N38°55'45"W, a distance of 115.91 feet; N45°30'25"W, a distance of 149.81 feet; N56°48'43"W, a distance of 119.28 feet; N73°26'53"W, a distance of 26.20 feet; thence N56°48'43"W, a distance of 63.11 feet to the East right-of-way line of 72nd Street; thence N00°06'42"E along the East right-of-way line of 72nd Street, a distance of 26.37 feet to the Point of Beginning.

TEMPORARY EASEMENT:

A Temporary Easement in the SW 1/4, SW 1/4 of Section 24, T15N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 24; thence N00°06'42"E (assumed bearing) along the West line of SW 1/4 of said Section 24, a distance of 721.30 feet; thence S89°53'18"E, a distance of 50.00 feet to the Point of Beginning on the East right-of-way line of 72nd Street; thence N90°00'00"E, a distance of 75.31 feet; thence S67°13'26"E, a distance of 179.46 feet; thence S45°17'42"E, a distance of 160.12 feet; thence S37°50'54"E, a distance of 333.88 feet; thence S00°00'00"W, a distance of 32.00 feet; thence S90°00'00"W, a distance of 86.30 feet to the Easterly right-of-way line of Little Papillion Creek Channel; thence Northwesterly along the Easterly right-of-way line of Little Papillion Creek Channel along the following courses: N37°50'54"W, a distance of 188.61 feet; N38°55'45"W, a distance of 115.91 feet; N45°30'25"W, a distance of 149.81 feet; N56°48'43"W, a distance of 119.28 feet; N73°26'53"W, a distance of 26.20 feet; thence N56°48'43"W, a distance of 63.11 feet to the East right-of-way line of 72nd Street; thence N00°06'42"E, along the East right-of-way line of 72nd Street, a distance of 26.37 feet to the Point of Beginning.

CITY of OMAHA, NEBRASKA		ELLIOTT & BLACK		
Benson - Westside Interceptor Sewer Little Papillion - DuPont to Dodge		8801 West Center Road Omaha, Nebraska 68124		
 Permanent Easement <u>9,261</u> SF <u>0.213</u> Acre		 Temporary Construc- <u>50,206</u> SF tion Easement <u>1.153</u> Acre		
Owner <u>Ross Steak House, Inc. a</u> <u>Nebraska Corporation.</u>		City Project No. <u>S.O.S. 3609</u>		
Address <u>909 South 72nd Street</u> <u>Omaha, Nebraska 68114</u>		Revised 11-3-77 Tract No. 9 Date 12-7-72 Sheet 1 of 2		



NOTE:

1. Trees and bushes in the easement area shall be removed by the contractor if necessitated by construction.
2. Seeding shall be applied to all unsurfaced areas disturbed by the contractor.

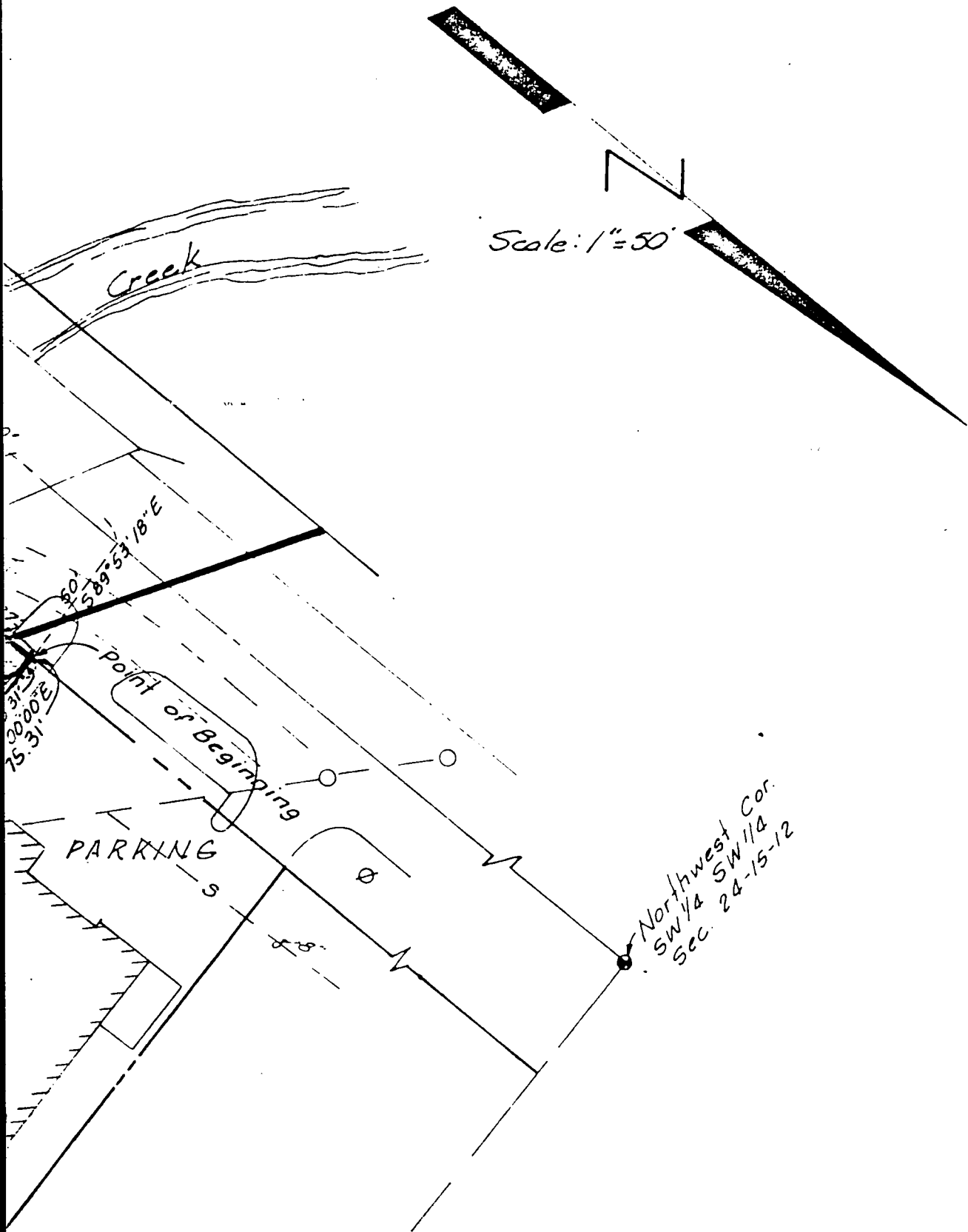
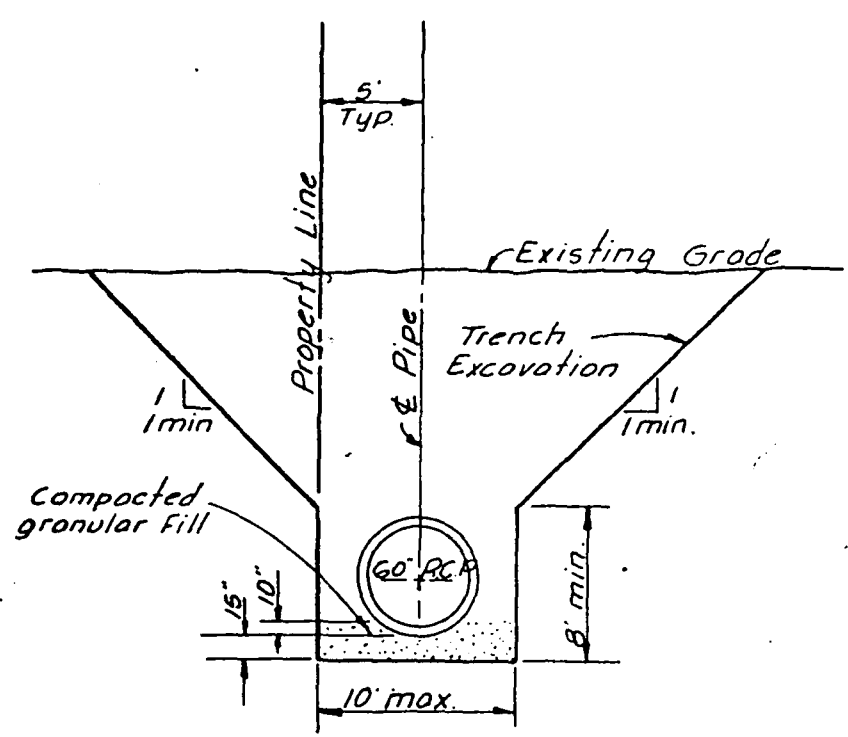


EXHIBIT "A"

RIGHT OF WAY TRACT PLAT




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RECEIVED
1978 MAR 17 AM 10:43
C. H. FIELD LISTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.



TYPICAL CROSS SECTION

Book 594
Page 669
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Index 11
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CITY of OMAHA, NEBRASKA		ELLIOTT & BLACK		
Benson - Westside Interceptor Sewer Little Popillion - DuPont to Dodge		8801 West Center Road Omaha, Nebraska 68124		
 Permanent Easement _____ SF _____ Acre		 Temporary Construc- _____ SF tion Easement _____ Acre		
Owner	Ross Steak House, Inc. a Nebraska Corporation		City Project No. S.O.S. 3609	
Address	909 South 72nd Street Omaha, Nebraska 68114		Revised 11-3-77 Tract No. 9 Revised 1-5-74 Date 12-4-72 Sheet 2 of 2	