

EASEMENT

WHEREAS, Wear Construction Co., a Nebraska corporation (said corporation being herein referred to as the "Grantor") desires to grant a perpetual sanitary, sewer and drainage easement over certain property owned by the Grantor to Sanitary and Improvement District No. 278 of Douglas County, Nebraska, and the City of Omaha, a municipal corporation, and the State of Nebraska (herein collectively referred to as the "Grantee" except as otherwise noted),

NOW, THEREFORE, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor, being the owner of the several tracts of property described in Exhibit "A" does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sewer and drainage easement over, on, across, under the property as shown on Exhibit "A" attached hereto and incorporated herein by reference as all set out herein.

1. The scope and purpose of the easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer and storm sewer pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage and storm water. The Grantee shall have full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of said easement. Provided, however, that the rights in said easements of the City of Omaha shall have no force and effect unless and until the property on which said sanitary sewer and/or storm sewer improvements are constructed shall be annexed as a part of said City and the City shall have a legal obligation to maintain said sewer improvements as public facilities.

2. By accepting and recording this perpetual easement, said Sanitary and Improvement District No. 278 of Douglas County, Nebraska, agrees forthwith, and said City of Omaha, agrees effective with the annexation of the property on which such sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which the same were constructed, any or all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs, or construction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines, and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said easement or any part thereof.

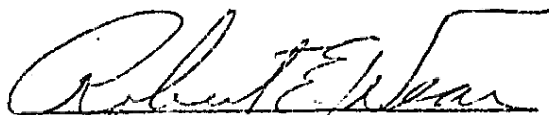
3. Grantor herein for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of such premises, that the Grantor has good right, and lawful authority to grant said easement way, and that the Grantor further hereby covenants to warrant and defend said easement way against the lawful claims of all persons whomsoever.

4. This Easement shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor, herein, for itself, its successors and assigns, has caused the due execution hereof as of the 5th day of November, 1980.

ATTEST:

WEAR CONSTRUCTION CO.,
A Nebraska Corporation



By:

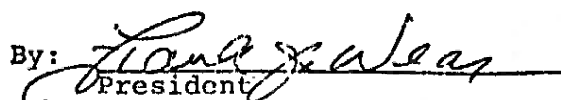

President

EXHIBIT "A"

The following sanitary, sewer and drainage easements are all located in Crown Point, a subdivision, surveyed, platted and recorded in Douglas County, Nebraska:

1. Storm Sewer Easement - the South 20.00 feet of the West 15.00 feet of Lot 77, Crown Point.
2. Storm Sewer Easement - the North 20.00 feet of Lots 5 and 6, Crown Point.
3. Sanitary Sewer Easement - the Northeasterly 5.00 feet of Lot 65 together with the Southwesterly 5.00 feet of Lots 62, 63 and 64, Crown Point.
4. Sanitary Sewer Easement - the Northeast 15.00 feet of Lots 39 thru 42, inclusive, Crown Point.
5. Sanitary Sewer Easement - the South 5.00 feet of Lot 7 together with the North 5.00 feet of Lots 5 and 6, Crown Point.

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E. HAROLD OSILER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

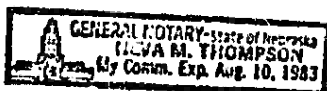
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STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 5th day of November, 1980, before me the undersigned, a Notary Public in and for said County, personally came Frank J. Wear, President of Wear Construction Co., personally known to me to be the President and identical person whose name is affixed to the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed as such person, his voluntary act and deed as the officer of said corporation, the voluntary act and deed of said corporation, and the corporate seal of said corporation was affixed thereto by its authority.

WITNESS my hand and notarial seal in said County the day and year last above written.



Neva M. Thompson
Notary Public

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