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GEORGE J. SLOAN, JR.  
REGISTERED CLERK  
DOUGLAS COUNTY, NEBRASKA

GRANT OF EASEMENT

PERMANENT SIGN AND FENCE EASEMENT

This Grant of Easement made this 20th day of February, 1995, between Bryn Mawr, Inc. hereinafter referred to as "Grantor", in favor of Sanitary and Improvement District No. 206 of Douglas County, Nebraska, hereinafter referred to as "SID" and its successors and assigns, including but not in limitation of the Farmington Woods Homeowner's Association and the City of Omaha, Douglas County, Nebraska, a municipal corporation, hereinafter referred to as "City".

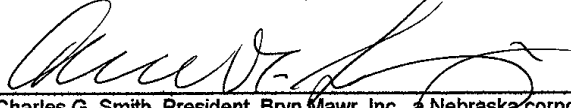
THAT, said Grantor in consideration of the sum of One dollars (\$ 1.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto said SID and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

(See Exhibit "A" attached hereto and made a part hereof for the description of said easement).

2. Grantor does hereby grant and confirm unto said SID, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating said sign and fence at the will of the SID. The Grantor may following construction of said sign and fence, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the SID to use the same for the purposes herein expressed.
3. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement by Grantor, his successors and assigns, without express approval of the SID. Improvements which may be approved by SID 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 successors or assigns.
4. That SID will replace or rebuild any and all damage to improvements caused by SID exercising its rights of inspecting, maintaining or operating said sign and fence, except that, damage to or loss of trees and shrubbery will not be compensated for by SID.
5. That SID shall cause any trench made on said easement 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 SID and any of said construction work.
6. That said Grantor for himself and his successors and assigns, do confirm with the said SID and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to said SID and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
7. That said easement is granted upon the condition that the SID 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.
8. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the SID or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the SID or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

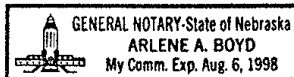
  
Charles G. Smith, President, Bryn Mawr, Inc., a Nebraska corporation

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FEE 10.50 RComp FB  
DEL COO COMP   
LEGAL PG SCAN / N/A

STATE OF NEBRASKA )  
                                  )SS  
COUNTY OF DOUGLAS )

On this 20th day of February, 1995, before me, a Notary Public in and for said County and State, personally appeared Charles G. Smith, President, Bryn Mawr, Inc., a Nebraska corporation, on behalf of the corporation, who executed the above and foregoing easement acknowledged the execution thereof to be his voluntary act and deed.

  
NOTARY PUBLIC



My Commission expires \_\_\_\_\_

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS

# SIGN AND FENCE EASEMENT PART OF LOT 43, FARMINGTON WOODS

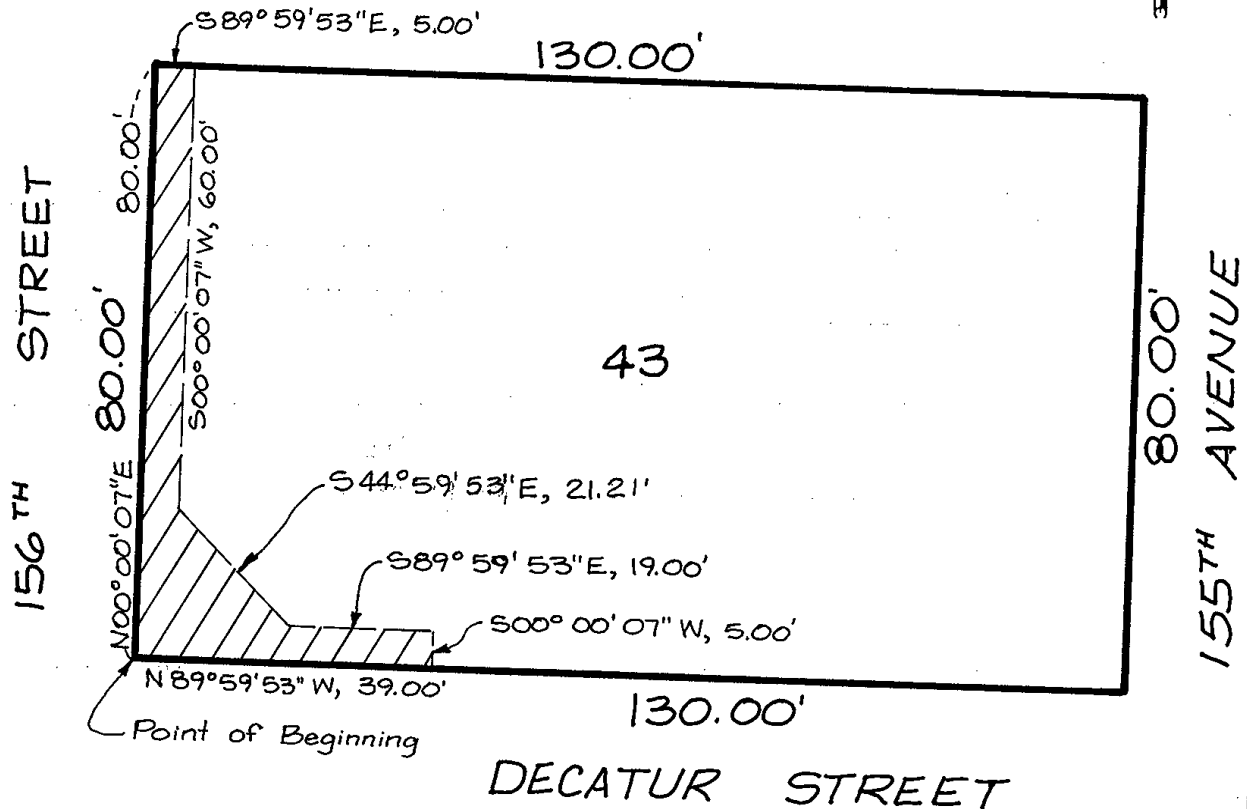
## LEGAL DESCRIPTION SIGN AND FENCE EASEMENT

PART OF LOT 43, FARMINGTON WOODS, A SUBDIVISION LOCATED IN THE N 1/2 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 43, FARMINGTON WOODS, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF DECATUR STREET AND THE EAST RIGHT-OF-WAY LINE OF 156TH STREET; THENCE N00°00'07"E (ASSUMED BEARING) ALONG SAID EAST RIGHT-OF-WAY LINE OF 156TH STREET, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 43, FARMINGTON WOODS, A DISTANCE OF 80.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43, FARMINGTON WOODS; THENCE S89°59'53"E ALONG THE NORTH LINE OF SAID LOT 43, FARMINGTON WOODS, A DISTANCE OF 5.00 FEET; THENCE S00°00'07"W, A DISTANCE OF 60.00 FEET; THENCE S44°59'53"E, A DISTANCE OF 21.21 FEET; THENCE S89°59'53"E, A DISTANCE OF 19.00 FEET; THENCE S00°00'07"W, A DISTANCE OF 5.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF DECATUR STREET, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 43, FARMINGTON WOODS; THENCE N89°59'53"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF DECATUR STREET, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 43, FARMINGTON WOODS, A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 0.016 ACRES, MORE OR LESS.

Scale:  
1" = 20'



ELLIOTT & ASSOCIATES  
5316 SOUTH 132ND STREET  
OMAHA, NE 68137

#92037