79- 529+

SCOK 523 PAGE 511

GRANT OF EASEMENT

PERMANENT SUBDIVISION SIGN EASEMENT

This Indenture and Grant of Easement made the 20 day of 1973, between The Edward E. Wilczewski - Hawkins Investment Co., Limited Partnership No. 1, Joint Venture, hereinafter referred to as "Grantors", in favor of Sanitary and Improvement District No. 229, Douglas County, Nebraska, hereinafter referred to as "SID", and its successors and assigns, including but not in limitation of the City of Omaha, Douglas County, Negraska, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

That said Grantors in consideration of the sum on One Dollar (\$1.00) and other valuable consideration, to Grantors in hand paid by said SID, the receipt whereof is hereby acknowledged, does or do hereby grant, sell convey and confirm unto said SID and City and their assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a subdivision sign, together with all appurtenances and applicable equipment, in, through, over and under the parcel of land described as follows, to-wit:

Permanent Subdivision-Sign Easements in Lots 13,14,22,47,71,173,175 and 209, The Knolls, as surveyed, platted and recorded in Douglas County, Nebraska, said easements being more particularly described as follows:

- 1. Beginning at the northeast corner of said Lot 13; thence \$00°03'31"W (assumed bearing) along the east line of said Lot 13, a distance of 33.40 feet; thence \$844'44'35"W, a distance of 47.17 feet to the north line of said Lot 13; thence \$89°49'44"E along said north line of Lot 13, a distance of 33.24 feet to the Point of Beginning.
- 2. Beginning at the northwest corner of said Lot 14; thence N89°35'31"E (assumed bearing) along the north line of said Lot 14, a distance of 33.35 feet; thence S44°51'28"W, a distance of 47.33 feet to the west line of said Lot 14; thence N00°03'31"E along said west line of Lot 14, a distance of 33.32 feet to the Point of Beginning.
- 3. Beginning at the southeast corner of said Lot 22; thence N36°57'56"E (assumed bearing) along the easterly line of said Lot 22, a distance of 22.32 feet; thence northerly along a 451.47 foot radius curve to the left along said easterly line of Lot 22, a curve distance of 13.19 feet, the chord of said curve 1. N36°(7'44"E, 13.19 feet; thence S71°45'45"W, a distance of 58.29 feet to the southerly line of said Lot 22; thence S73°23'35"E along said southerly line of Lot 22, a distance of 35.69 feet to the Point of Beginning.
- (annualed bearing) along the easterly line of said Lot 47; thence \$36°57'56"W (annualed bearing) along the easterly line of said Lot 47, a distance of 35.06 feet; thence \$18°03'53"W, a distance of 39.97 feet to the northerly line of said Lot 47; thence \$73°23'35"E along said northerly line of Lot 47, a distance of 34.93 feet to the Point of Beginning.
- 5. Beginning at the southeast corner of said Lot 71; thence S89°55'19"W (assumed bearing) along the south line of said Lot 71, a distance of 33.36 feet; thence N45°07'17"E, a distance of 47.24 feet to the east line of said Lot 71; thence S00°11'25"W along said east line of Lot 71, a distance of 33.28 feet to the Point of Beginning.

- h. Beginning at the northeast corner of said Lot 173; thence S00°11'25"W (assumed bearing) along the east line of said Lot 173, a distance of 33.27 feet; thence N45°02'07"W, a distance of 47.01 feet to the north line of said Lot 173; thence N89°55'19"E along said north line of Lot 173, a distance of 33.37 feet to the Point of Beginning.
- 7. Beginning at the southeast corner of said Lot 175; thence S89°58'27"W (assumed bearing) along the south line of said Lot 175, a distance of 33.38 feet; thence N45°10'23"E, a distance of 47.22 feet to the east line of said Lot 175; thence S00°11'25"W along said east line of Lot 175, a distance of 33.27 feet to the Point of Beginning.
- 8. Beginning at the northeast corner of said Lot 209; thence S00°11'25"W (assumed bearing) along the east line of said Lot 209, a distance of 30.47 feet; thence N50°13'14"W, a distance of 47.59 feet to the north line of said Lot 209; thence N89°58'27"E along said north line of Lot 209, a distance of 36.68 feet to the Point of Beginning.

No improvements or structures, shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of said SID and said City: provided, however, that trees, grass and shrubbery, may be installed within said easement by Grantor, his or their successors and assigns, provided, that said trees and shrubbery do not obstruct vision to said sign and that in the event it becomes necessary to remove or replace said sign, the removal or repair of said trees, grass and shrubbery shall be done at the expense of the SID and it successors and assigns and said premises shall be restored by SID and its successors and assigns to the condition thereof before said removal or repair 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 and representative of the SID and said City of any of said construction and work.

Said Grantors for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said SID and City and their assigns, that he or they, the Grantors 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 casement 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 SID and City and their assigns against the lawful claims and demands of all persons. This easement shall run with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hands and seal(s) the day and year first above written.

Edward E. Wilczewski Polart A Boule Robert Bloechle, President Hawkins Investment Co., General Partner of Hawkins Investment Co. Limited Partnership No. 1 STATE OF NEBRASKA COUNTY OF DOUGLAS ____, 1973, before me, a Notary On this 20 day of the Public in and for said County, personally came EDWARD E. WILCZEWSKI and ROBERT BLOECHLE who are personally known to me to be the identical persons whose names the to the toregoing instrument and acknowledged the are affixed to the foregoing instrument and acknowledged the instrument to be WITNESS my hand and Notarial Seal the date aforesaid. Notary Public OF NEBRANIE My Commission Expires:

TO DAY OF 19 19 13 ATT OF M. C. HAROLD OSTLER, REGISTER OF DELOS

reby