

82-253+

BOOK 537 PAGE 283

(a)

GRANT OF EASEMENTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned DODGE INVESTMENTS, LTD. 7204, a Nebraska Limited Partnership, and LEACH & ARNOLD HOMES OF NEBRASKA, INC., a Nebraska corporation (hereinafter collectively called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto Sanitary and Improvement District No. 250 of Douglas County, Nebraska, its successors and assigns, for the benefit of the public and of all present and future residents of the said District, hereinafter referred to as "Grantee", permanent easements and rights of way over, on, under and across the following-described real property for the specific uses and purposes hereinafter enumerated and no others and subject to the limitations and restrictions hereinafter stated, to-wit:

Lots One (1) through Seventy-Four (74), inclusive, Woodgate, a subdivision, being a replat of Lots One (1) through Four (4), inclusive, Glenbrook, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

PROVIDED, HOWEVER, that Grantee by accepting and recording this Grant of Easements acknowledges that Grantor is in the process of constructing dwelling units and related structures on said premises in accordance with a Planned Unit Development plan which has been approved by the City Council of the City of Omaha, a copy of which plan showing the location of all of said dwelling units and related structures is attached hereto, marked Exhibit "A" and by this reference incorporated herein; and Grantee covenants and warrants that none of the paved public road, driveway, parking area, storm sewer, sanitary sewer, sidewalk or water main improvements hereinafter described shall be constructed and/or installed over, on, under or across any portion of said premises occupied or to be occupied by said dwelling units and/or related structures (the terms "dwelling units and/or related structures" shall include, but not be limited to, townhouses, garages, a clubhouse and swimming pool, but shall not include adjacent walks, driveways, roads, streets or parking areas).

The specific uses and purposes for which said easements and rights of way are herewith granted and conveyed are as follows:

1. For public street, road, driveway, sidewalk and parking area uses and purposes: Grantee may install, construct, maintain, reconstruct, repair, grade, change grade, pave, repave, gravel and regravell, widen and narrow the public roads, streets, driveways, sidewalks and parking areas within said real property, including construction of a street lighting system for same, but Grantee shall have no obligation to maintain, reconstruct or repair any such improvements constructed or placed by Grantee within the easement areas; Grantor acknowledges that all maintenance and repair work on such improvements including the removal of snow, ice and debris therefrom shall be the responsibility of Grantor, and its successors and assigns, and Grantee shall have no obligation therefor. This easement grant is conditioned that Grantee, its successors and assigns, shall never make any charge, by parking meter or otherwise, to the public, District residents or Grantor, its successors and assigns, for the use of the easement area.

s'1

2. For sanitary sewer, storm sewer, water distribution mains or pipes and drainageways: Grantee may use, construct, build, lay, maintain, repair and reconstruct sanitary or storm sewer pipes, water distribution mains or pipes and drainageway improvements, as the case may be, for the transmission of sanitary sewage, sewer water, storm water or water for the use of residents in the District, together with all appurtenances, pipes, structures, manholes, hydrants, incidental, necessary or related to any sewer, drainage or water distribution system facility.

Grantor, its successors and assigns, shall not build, construct or place any buildings or structures on, over or across any of the above-described improvements constructed or to be constructed by Grantee on said premises except walks, streets, driveways, parking areas and roads may be constructed on, over or across said sanitary and storm sewers, water mains or pipes and related facilities. Any trees, grass, and shrubbery placed on said easement areas shall be maintained by Grantor, its successors and assigns.

This easement is also for the benefit of any contractor, agent, employee, or representative of the Grantee.

Said Grantor, for itself and its successors and assigns, does hereby confirm with the said Grantee and its successors and assigns that the Grantor is well seized in fee of the above described property, and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it and its successors and assigns shall warrant and defend this easement to the said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land and shall be binding on all successors and assigns of Grantor.

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

The said easement is hereby conveyed by the undersigned to have and to hold unto the said Grantee, its successors and assigns, together with the right of ingress and egress from and to said premises for the purpose of constructing, inspecting, repairing, reconstructing, maintaining, enlarging, replacing or reducing and otherwise exercising its rights with respect to the said premises and the roads, streets, driveways and parking areas as may be from time to time installed thereon, at the will of the said Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has hereunto executed this Grant of Easements this 28th day of May, 1974.

LEACH & ARNOLD HOMES OF NEBRASKA, INC., Grantor

DODGE INVESTMENTS, LTD. Grantor

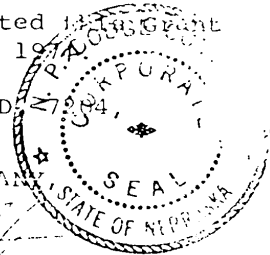
By: N. P. DODGE COMPANY General Partner

By: [Signature] President

By: [Signature] President

Attest: [Signature] Secretary

Attest: [Signature] Assistant Secretary



28

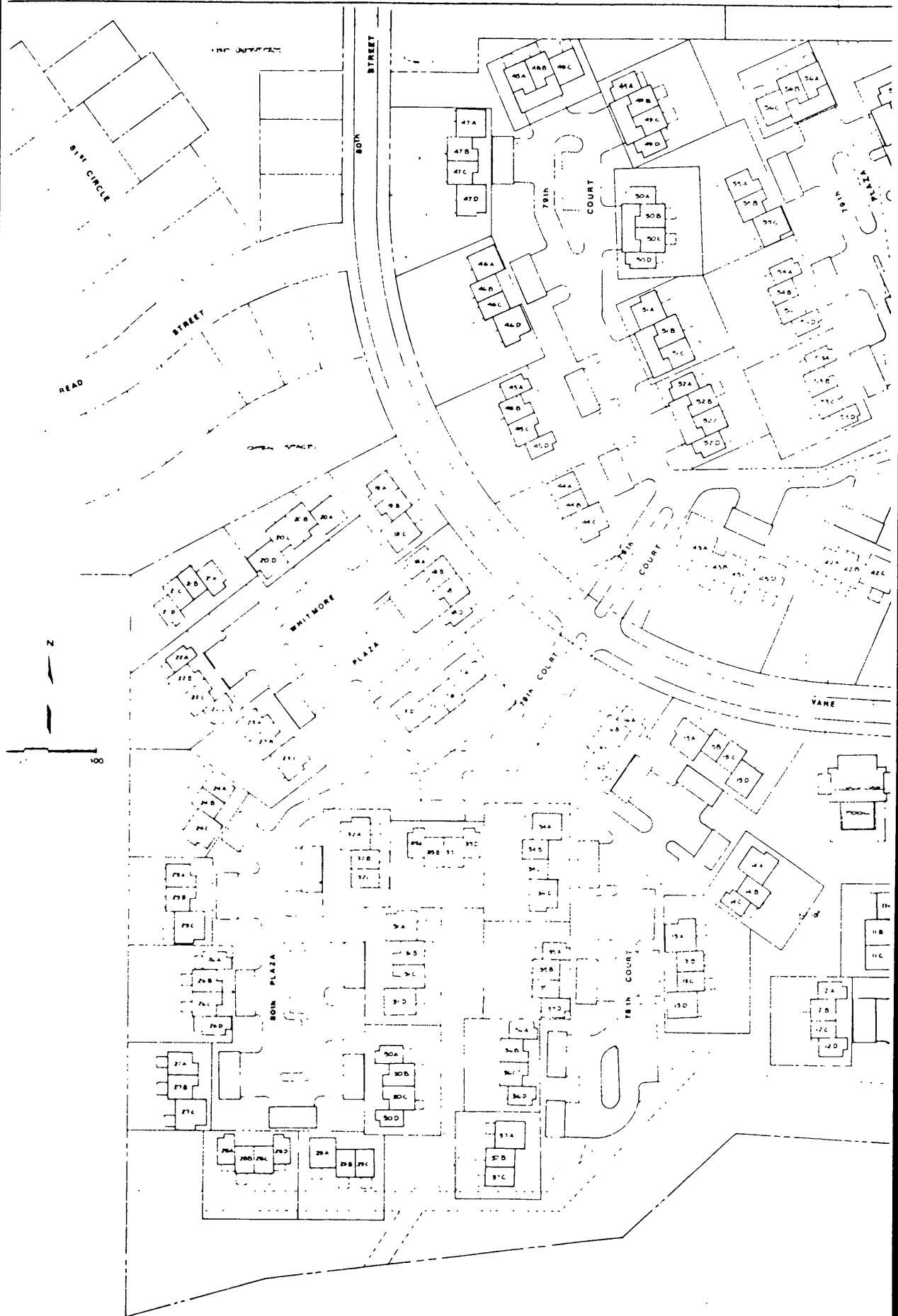
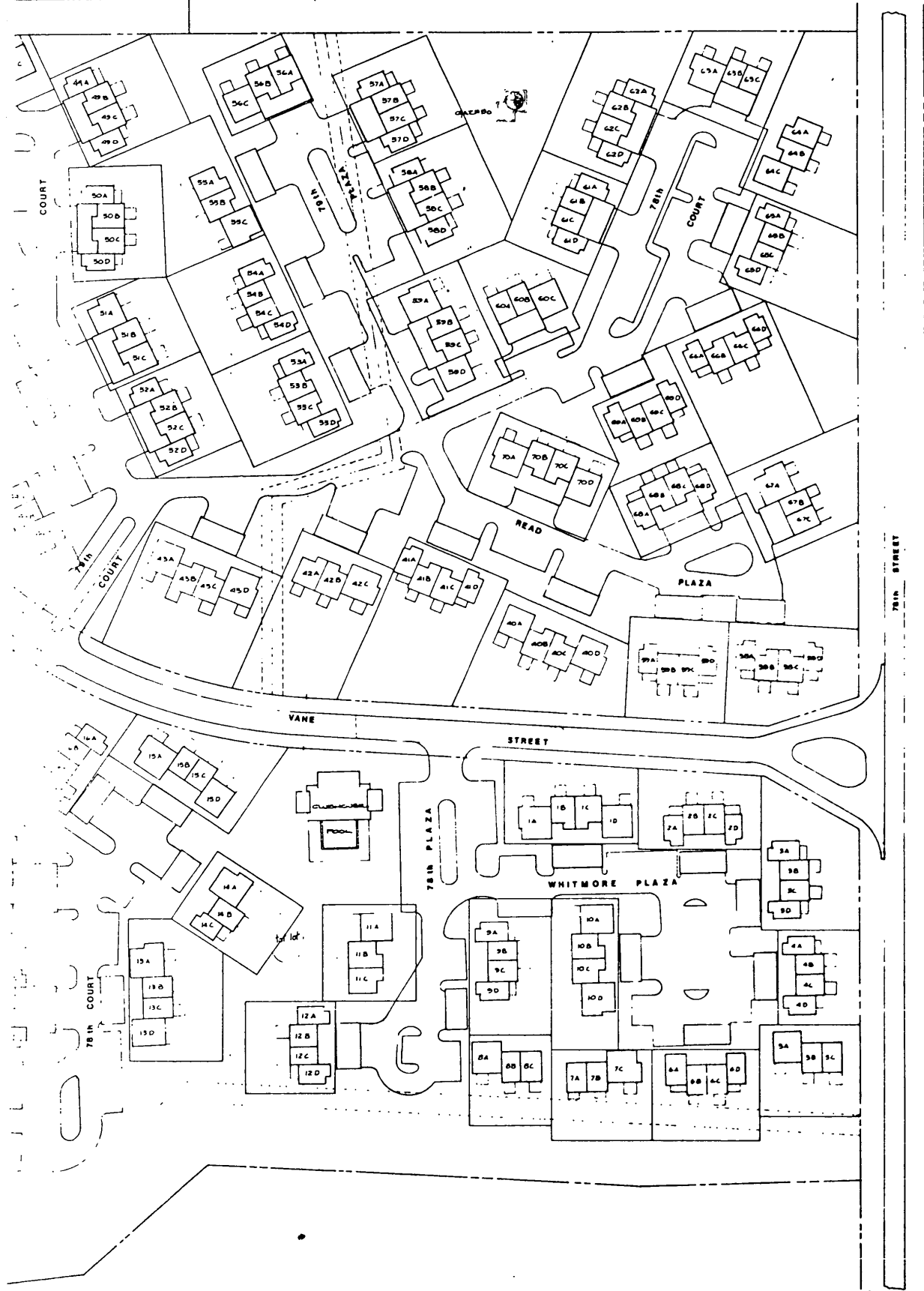


Exhibit A, Page 1



22
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA 3356
 3 DAY OF June 19 78 AT 3:42 P.M. G. HAROLD OSTLER, REGISTER OF DEEDS

Exhibit A. Page 2