

76-422
653

Affects lot 7
Raven oaks Rep 1

PERMANENT SEWER EASEMENT

THIS AGREEMENT, made this 17th day of October, 1973, between OAKBROOK, INC., a Nebraska corporation, hereinafter referred to as "Grantor", and CAROL R. GAST, hereinafter referred to as "Grantee".

WITNESSETH THAT:

In consideration of the sum of Two Dollars (\$2.00) and other valuable consideration receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to the Grantee, and the Grantee does hereby accept from the Grantor, a permanent easement for purposes of installation and maintenance of a sanitary sewer line and appurtenances thereto, over, upon and beneath the following described tract of land, to wit:

A strip of ground five (5) feet in width and thirty-six (36) feet in length, being the northerly five (5) feet of the easterly thirty-six (36) feet of the westerly eighty (80) feet of the following described tract: That part of Lot 9, Block 11, Raven Oaks, as surveyed, platted and recorded in Douglas County, Nebraska, being described as follows: Beginning at a point on the South line of said Lot 9, 12.07 feet West of the Southeast corner of said Lot 9, said corner also being the Southwest corner of Lot 8, Block 11; thence West on the South line of said Lot 9, 154.94 feet; thence North 6° 18' 0" East 140.75 feet; thence South 83° 42' 0" East, 42.0 feet; thence South 6° 18' 0" West, 18.34 feet; thence South 83° 42' 0" East, 112.00 feet; thence South 6° 18' 0" West, 105.30 feet to the point of beginning.

No buildings or structures shall be place in, on or over the aforesaid easement way by Grantor without prior written approval of Grantee, provided, however, that a paved, graveled, asphalt or other hard surfaced patio area, and trees, grass and shrubbery, may be installed within said easement by Grantor and that in the event it becomes necessary to remove or replace said improvements in order to repair or maintain the aforesaid sewer line, the removal or repair of same shall be done at the expense of Grantee and said premises shall be restored by Grantee to the condition thereof before said removal or repair.

Grantee covenants that he will indemnify and hold harmless the Grantor from liability for any expenses incurred or damage caused to persons or property as the result of the negligence, nonfeasance or misfeasance of Grantee or its agents, employees or contractors in connection with the improvements contemplated hereby.

Grantee shall cause any trench made on the aforesaid property to be properly refilled, tamped and compacted and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition.

The parties hereto bind themselves, their successors and assigns to the faithful performance of the terms of this document and the covenants and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above writtor.

OAKBROOK, INC., a Nebraska corporation

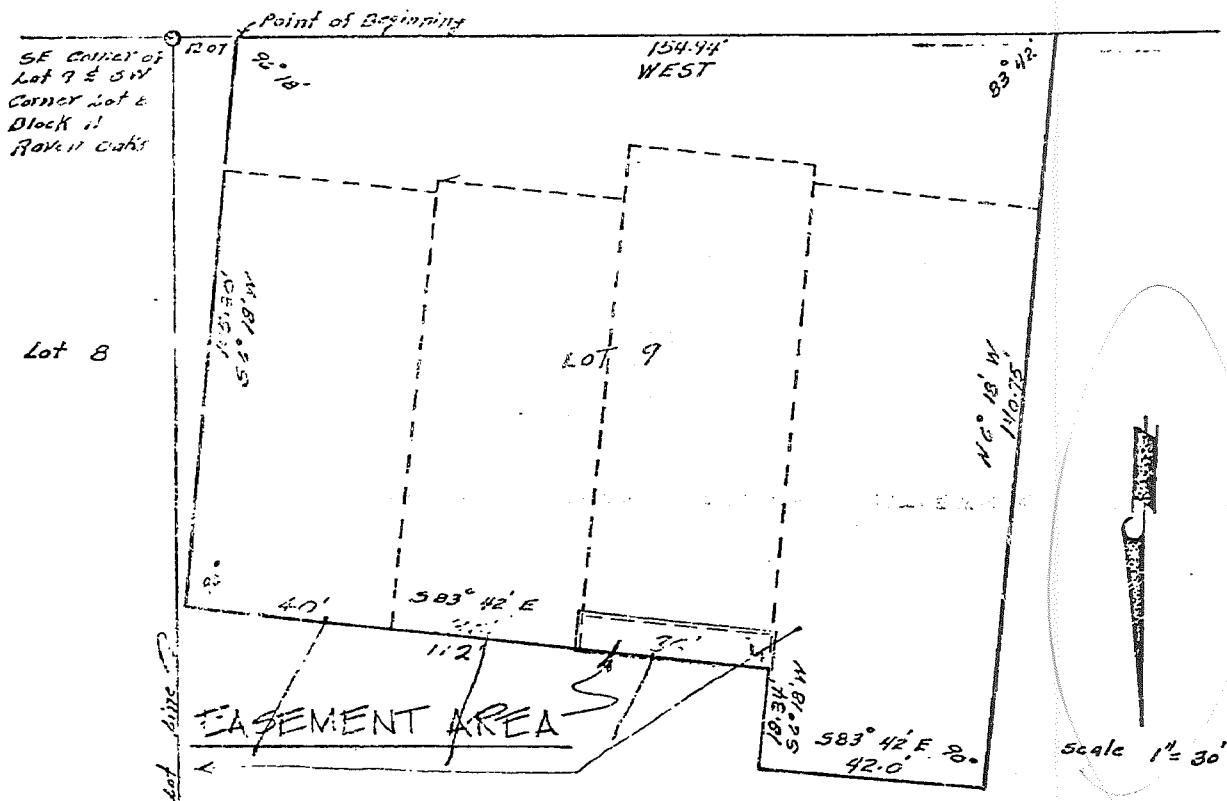
Attest:

[Signature]
Secretary

BY [Signature]
President

CAROL R. GAST

RAVEN OAKS DRIVE



That part of Lot 9, Block 11, Raven Oaks, as surveyed, platted and recorded, in Douglas County, Nebraska, described as follows: Beginning at a point on the South line of said Lot 9, 12.07 feet West of the Southeast corner of said Lot 9, said corner also being the Southwest corner of Lot 8, Block 11; thence West on the South line of said Lot 9, 154.94 feet; thence N 6° 18' 0" E 140.75 feet; thence S 83° 42' 0" E, 42.0 feet; thence S 6° 18' 0" W, 18.30 feet; thence S 83° 42' 0" E, 112.0 feet; thence S 6° 18' 0" W, 105.30 feet to the point of beginning.

October 17, 1972

Book _____ Page _____

Job Number 72-1432

LAMP RYN EARSON & TILLY, INC.

architects

engineers

surveyors

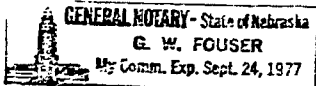
FORTY-ONE TEN DODGE STREET
OMAHA, NEBRASKA 68133
TELEPHONE 402-538-6050

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 528 PAGE 121

Before me, a notary public qualified in said county personally came Ralph Meinerschaen of Oakbrook, Inc., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on October 17, 1973.



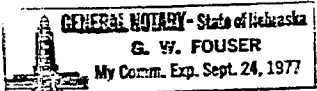
G. W. Fouser
G. W. Fouser Notary Public

My Commission expires Sept. 24, 1977.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, qualified for said county personally came Carol R. Gast, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal on October 17, 1973.



G. W. Fouser
G. W. Fouser Notary Public

My Commission expires Sept. 24, 1977.

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ENTERED IN BOOK 528 AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
17 DAY OF Oct 1973 AT 11:16 A M. C. HAROLD OSTLER, REGISTER OF DEEDS 950

10372

DGE STATE
EA 68137
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