



1126 581 MISC



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Aug 10 10 10 AM '94

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

PERMANENT SEWER EASEMENT

96134 OL 3450
FEE 16.00 R 41-6410
DEL. PN C/O COMP 8
LEGAL PG 581 SCAN PV

Rose

THIS INDENTURE, is made this 8th day of August, 1994, by and between MICHAEL A. PAPROSKI and CONSTANCE L. PAPROSKI, husband and wife, hereinafter individually and collectively referred to as "Grantor," and RAY S. PINNEY and ROSALIE M. PINNEY, husband and wife, hereinafter individually and collectively referred to as "Grantee," upon the following premises:

WHEREAS, Grantor is seized of an estate in fee simple of a parcel of land legally described as:

Lot 11, Block 9, Saddle Hills, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Grantee is seized of an estate in fee simple of another parcel of land adjacent to Grantor's land above described, with Grantee's parcel described as:

Lot 12, Block 9, Saddle Hills, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, Grantor has agreed, in consideration of the sum of \$250.00 to be paid to Grantor by Grantee, to grant to Grantee a permanent sewer easement over, under and upon Grantor's land above described, with such easement more particularly described as the Permanent Easement Area on Exhibit "A," attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in pursuance of said agreement and in consideration of the sum of \$250.00 paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, and to their heirs and assigns, a permanent sanitary sewer easement for and with the right to construct, maintain, repair and operate a sanitary sewer in, through and under the Permanent Easement Area described on Exhibit "A," together with the right of ingress and egress from Grantor's premises for the purpose of constructing, inspecting, maintaining, repairing or operating said sanitary sewer at the will of Grantee. Grantor may, following construction of said sanitary sewer, continue to use the surface of the easement conveyed hereby, subject to the right of Grantee to use the same for the purposes herein expressed.

TO HAVE AND TO HOLD, the said easement hereby granted unto Grantee, their heirs and assigns, as appurtenant to the said lands of Grantee and every part thereof.

It is further agreed that:

1. No buildings, improvements or other structures shall be placed in, on, over or across the Permanent Easement Area

Connie Paproski
7806 Jaynes Street
Omaha, Ne 68134

by Grantor or their heirs and assigns without express approval of Grantee. Any trees, grass, and shrubbery placed on said easement shall be maintained by Grantor and their heirs and assigns.

2. Grantee will repair any and all damage caused by Grantee exercising its rights of inspecting, maintaining or operating said sanitary sewer.
3. Grantee shall cause any trench made on or with the Permanent Easement Area to be properly refilled and shall cause the premises to be left in neat and orderly condition. Grantor understands and acknowledges that this easement is also for the benefit of any contractor, agent, employee or representative of Grantee for and with respect to construction and work in connection with the sanitary sewer.
4. Grantor, for themselves, their heirs, assigns, executors and administrators, does confirm with Grantee and their heirs and assigns that Grantor has the right to grant and convey this easement in the manner and form aforesaid and that Grantor will, and that their heirs, assigns, executors and administrators, shall warrant and defend this easement to Grantee and their heirs and assigns against the lawful claims and demands of all persons whomsoever. This easement shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this Permanent Sewer Easement the date and year above first written.

Michael A. Paproski
 Michael A. Paproski VOA by Constance L. Paproski
Constance L. Paproski
 Constance L. Paproski

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 8 day of August, 1994, by Constance L. Paproski for herself and on behalf of her husband, Michael A. Paproski, pursuant to written power of attorney.

Mary Monette
 Notary Public

My Commission Expires:
10/23/95

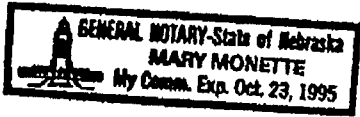


EXHIBIT "A"

PERMANENT EASEMENT AREA

The Permanent Easement Area is described as: A strip of land five (5) feet along and on either side of a line lying forty (40) feet East and parallel to and running the entire length of the West boundary line of Lot 11, Block 9, Saddle Hills, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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