

## PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

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Y")

THAT Shelter Hill Limited Partnership  
hereinafter referred to as GRANTOR, (whether one or more) for the sole consideration of the City of Omaha,  
constructing a Sanitary Sewer on the property described below;  
does hereby donate, grant and convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, here-  
inafter referred to as CITY, and to its successors and assigns, an easement for the right to construct, maintain and  
operate a Sanitary Sewer,  
and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

The Easterly 30 feet of Lots 14 thru 18 in Shelter Hill, a platted and recorded subdivision  
in Douglas County, Nebraska (See Exhibit "A" attached)

TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress  
and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at  
the will of the CITY. The GRANTOR may, following construction of said Sewer, continue to use the surface of  
the easement strip conveyed hereby for other purposes, subject to the right of the CITY to use the same for the  
purposes herein expressed.

It is further agreed as follows:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures, shall be placed in, on,  
over, or across said easement strip by GRANTOR, his or their successors and assigns without express approval of the CITY.  
Improvements which may be approved by CITY 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 heirs, successors or  
assigns.
2. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, main-  
taining or operating said Sewer, except that, damage to, or loss of, trees and shrubbery will not be compensated for by CITY.
3. That CITY shall cause any trench made on said easement strip 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 CITY and  
any of said construction and work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the  
said CITY and its assigns, that he or they, the GRANTOR 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 easement 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 CITY and its assigns against the lawful claims  
and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing im-  
provements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings,  
except a Temporary Construction Easement if and as applicable, between the GRANTOR and the CITY or its agents; and that the  
GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the  
CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this 28 day of  
Sept A.D. 1994. SHELTER HILL LIMITED PARTNERSHIP

Helen Strasser  
Helen Strasser, General Partner

Name of Corporation

Corporate  
Seal

By

Attest

President

Secretary

Form D

INDIVIDUAL ACKNOWLEDGEMENT

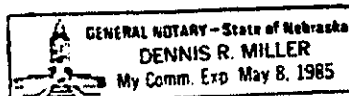
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 28 day of September, 19 84, before me a Notary Public, in and for said County, personally came the above named: Helen Strasser, General Partner of Shelter Hill Limited Partnership

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Dennis R. Miller  
NOTARY PUBLIC



My Commission expires May 8, 1985

CORPORATE ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County, personally came \_\_\_\_\_ President of

a \_\_\_\_\_ Corporation, and \_\_\_\_\_ Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

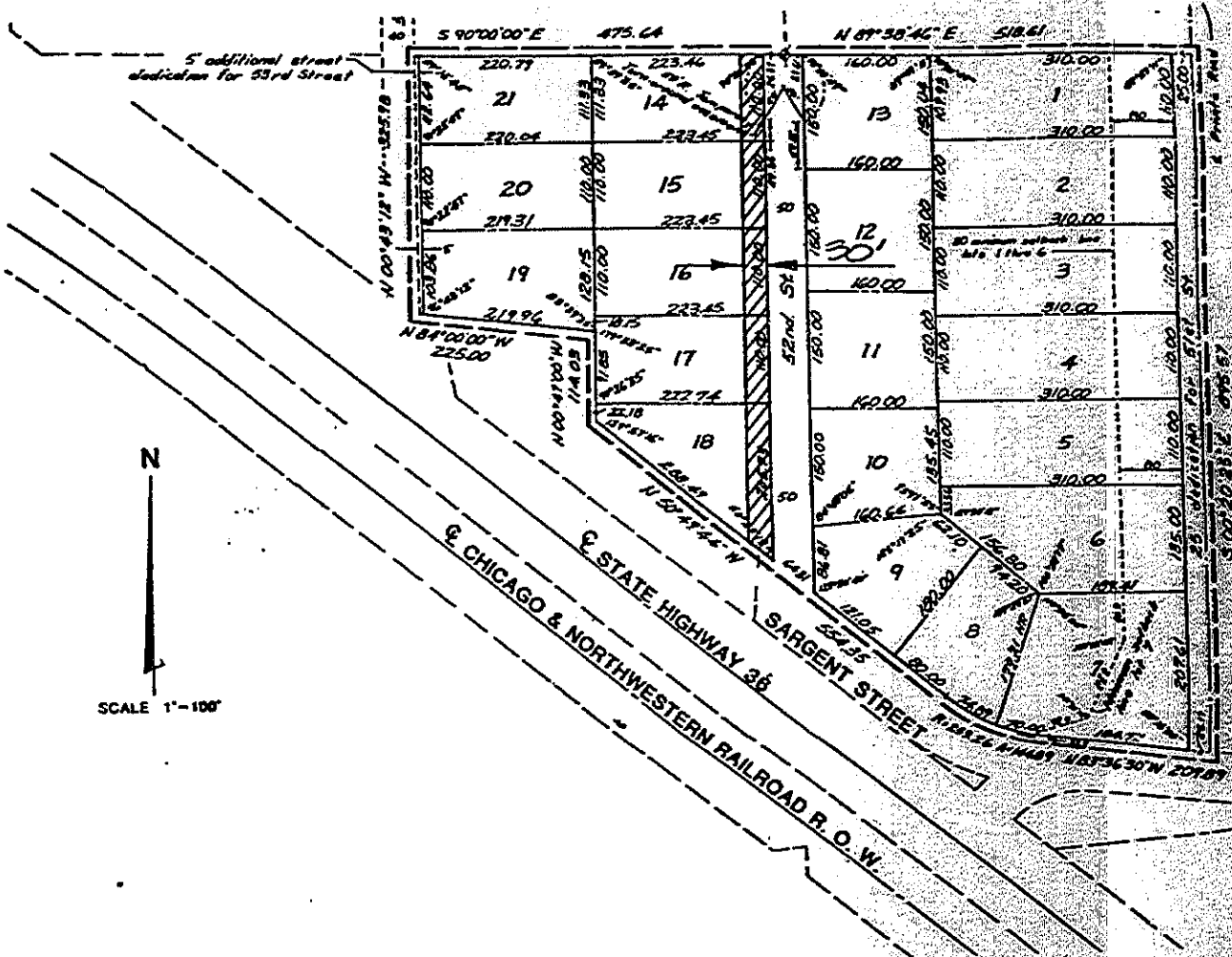
\_\_\_\_\_  
NOTARY PUBLIC

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

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# EXHIBIT "A"

BOOK 729 PAGE 39



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