



BK 0977 PG 531-533



MISC 1991 18116

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

This indenture, made this 22 day of August, 1991, between BILL KALTSOUNIS and STELLA KALTSOUNIS, Husband and Wife, (herein "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 206 OF DOUGLAS COUNTY, NEBRASKA, a Municipal Corporation, (herein "Grantee"),

W I T N E S S E T H T H A T:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, a permanent easement and right-of-way to construct, maintain and repair a subdivision entrance sign, appurtenances thereto, and decorative landscaping amenities including bushes, shrubbery and sod, over, under and upon the following described property, to-wit:

The North 15.00 feet of the West 15.00 feet of the North 182.00 feet of the West 254.42 feet of Lot 149, Stonehenge, as surveyed, platted and recorded in Douglas County, Nebraska.

To have and to hold said easement and right-of-way unto the said Grantee, its successor and assigns forever.

Grantor covenants that it is the owner of the above-described property; that it is in lawful possession of the same; that it has good right and lawful authority to make this conveyance and that it and its successors and assigns shall warrant and defend the same and shall indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

Grantee covenants that it shall at all times hereafter maintain the improvements placed by it on the above-described property in good condition and appearance; that in the event of the failure of Grantee to maintain the subject subdivision entrance sign in a reasonable state of repair and in the event of failure of Grantee to make reasonable repairs within a period of 20 days after receipt of written notice from Grantor requesting the same, Grantor shall be empowered to terminate this easement and to remove the subdivision entrance sign and amenities placed upon the subject property pursuant to this Agreement; that any improvements placed thereon shall not exceed six (6) feet in height; and that the footings for any improvements placed thereon shall not penetrate the surface of the property to a depth greater than three (3) feet; that prior to commencement of construction of the subject subdivision

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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entrance sign, Grantee shall obtain at its expense all necessary permits and municipal approvals relating thereto; that it shall indemnify and save harmless the Grantor from any damages, claims or demands for damage to utility lines and appurtenances resulting from placement upon the subject property of the aforesaid sign and landscaping amenities.

In the event of annexation of Grantee by the city of Omaha, Grantee shall be empowered to assign its rights and obligations hereunder to the Property Owners Association, if any, serving the Stonehenge Subdivision at that time.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

Bill Kaltsounis
BILL KALTSOUNIS

Stella Kaltsounis
STELLA KALTSOUNIS

ACKNOWLEDGMENT

STATE OF NEBRASKA)
 (ss.
COUNTY OF DOUGLAS)

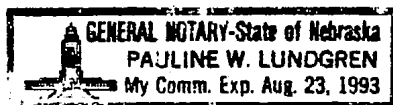
On this 22 day of August, 1991, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came BILL KALTSOUNIS, Husband and Wife, to me known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution of this instrument to be their voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL the day and year last above written.

Pauline W. Lundgren
Notary Public

My Commission Expires:

August 23, 1993



CONSENT

The undersigned, Mortgagee of the above-described property, does hereby consent to the grant of the above and foregoing Easement and subordinates its interest in and to the subject property to such Easement..

SOUTHWEST BANK & TRUST CO.,

BY: *[Signature]*

ATTEST:

[Signature]

STATE OF NEBRASKA)
 (ss.
 COUNTY OF DOUGLAS)

On this 29th day of August, 1991, before me, the undersigned, a Notary Public in and for said State and County, personally appeared D. E. Craich, the executive vice president of SOUTHWEST BANK & TRUST CO., a corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, who acknowledged the execution of this instrument to be his/her voluntary act and deed as such officer of the Corporation and the voluntary act and deed of the Corporation.

WITNESS MY HAND AND NOTARIAL SEAL the day and year last above written.



Pamela K Allen
 Notary Public

My Commission Expires:

October 3, 1994

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