

KNOW ALL MEN BE THESE PRESENTS:

THAT M.B.C. CONSTRUCTION CO., INC.
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of
One and no/100 Dollars (\$ 1.00)
and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and
convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter 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:

A 20' strip of land lying 10 feet either side of the following described centerline:
Commencing at an existing sanitary sewer manhole in the SE 1/4 of the NW 1/4 of
Section 36, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, the center of
said manhole being one foot South of the North line of said SE 1/4 of the NW 1/4 and
4.5 feet West of the East line of 67th Avenue; thence Southwesterly 59.0 feet to a
point on the East property line 20 feet South of said North line of the SE 1/4 of the
NE 1/4; thence Westerly along a line 20 feet South of and parallel with said North
line of the SE 1/4 of the NW 1/4 for a distance of 300.0 feet to the West property
line.

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 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, maintaining 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 improvements 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.

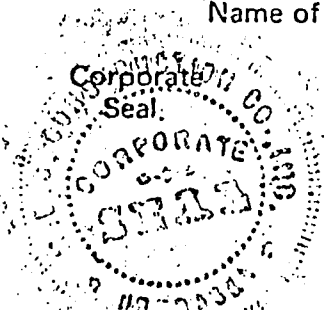
IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this
11 day of August A.D., 19 78.

M.B.C. CONSTRUCTION CO., INC.
Name of Corporation

By P.M. Benton President

Attest P.L. Eastman Secretary

(Acknowledged on reverse side hereof)



RECEIVED
1978 AUG 17 PM 3:57
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

2 Pages.

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36-15-12
Compd ✓
Index ✓
Fee 6.25

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of Three

(STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this _____ day of _____, 19____, before me a Notary Public,
in and for said County, personally came the aboved named:

_____ 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.

Notary Public

My Commission expires _____

*Harry J. Chalen
4010 Dodge St.
68132*

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this 11th day of August, 1978, before me, the
undersigned, a Notary Public in and for said County, personally came

R.M. BENTON President of MBC CONSTRUCTION
Co., Inc. a Nebraska Corporation,

and R.L. COSTANZO, 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.



HARRY J. CHALEN
GENERAL NOTARY - State of Nebr.
My Commission Expires
November 2, 1980

Harry J. Chalen
Notary Public

My Commission expires November 2, 1980