

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT Bill Stock Celia M. Gutting, Mortgagee,
~~William D. Stock & Janette A. Stock, Husband & Wife,~~
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum of

One 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:

(See Exhibit "A")

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 6th day of June A.D., 1978.

Celia M. Gutting, Mortgagee
Bill Stock
Janette A. Stock

Name of Corporation
Corporate Seal By _____ President
Attest _____ Secretary

(Acknowledged on reverse side hereof)

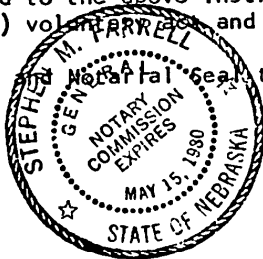
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 12th day of June, 1978, before me a Notary Public,
in and for said County, personally came the aboved named:

Celia M. Dutton, Bill Stock & Jonette A. Stock

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.



Stephen M. Farrell
Notary Public

My Commission expires _____

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

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

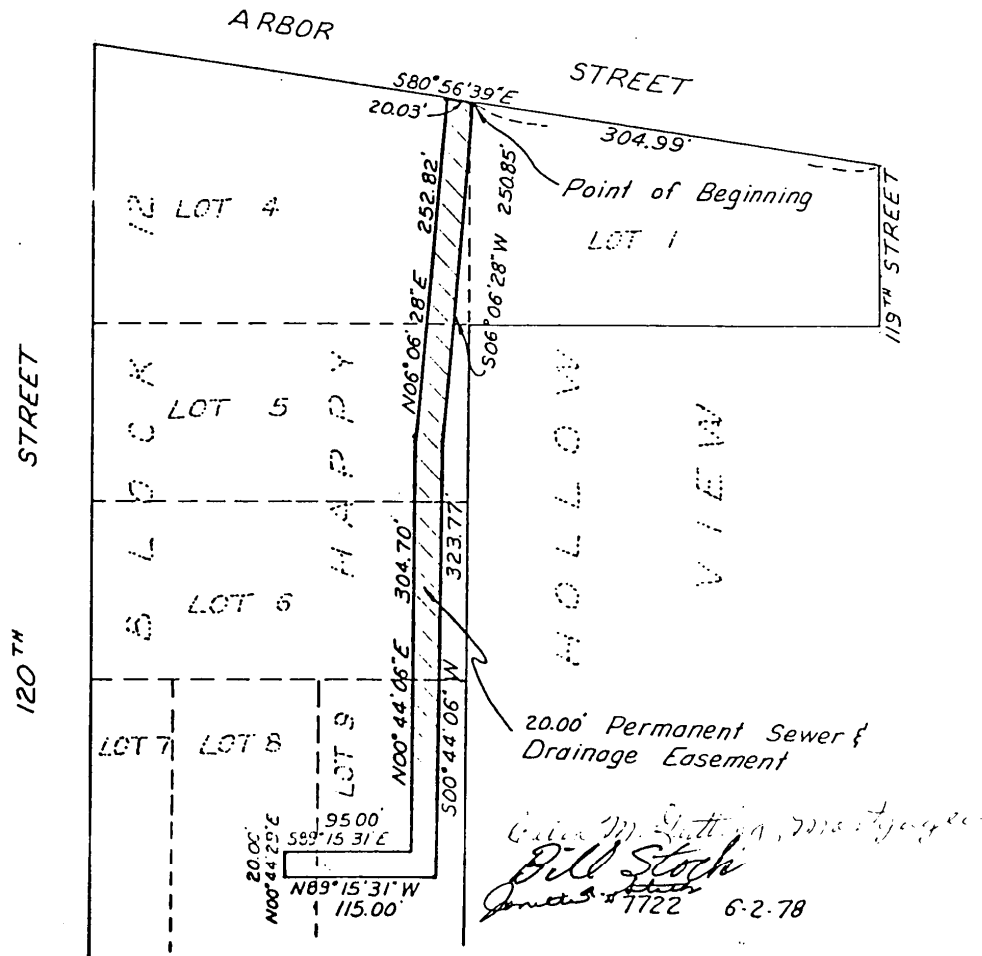
My Commission expires _____

LEGAL DESCRIPTION

Permanent Sewer and Drainage Easement

A 20.00 foot wide Permanent Sewer and Drainage Easement located in part of Lots 1, 4, 5, 6, 7, 8, and 9, Block 12, Happy Hollow View, a subdivision located in the SW 1/4 of Section 29, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the West right-of-way line of 119th Street and the Southerly right-of-way line of Arbor Street; thence N80°56'39"W (assumed bearing), along said Southerly right-of-way line of Arbor Street, a distance of 304.99 feet to the Point of Beginning; thence S06°06'28"W, a distance of 250.85 feet; thence S00°44'06"W, a distance of 323.77 feet; thence N89°15'31"W, a distance of 115.00 feet; thence N00°44'29"E, a distance of 20.00 feet; thence S89°15'31"E, a distance of 95.00 feet; thence N00°44'06"E, a distance of 304.70 feet; thence N06°06'28"E, a distance of 252.82 feet to a point on said Southerly right-of-way line of Arbor Street; thence S80°56'39"E, along said Southerly right-of-way line of Arbor Street, a distance of 20.03 feet to the Point of Beginning.



10 Years

RECEIVED

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C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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Fee 10.05
 Tax
 Cost
 71-150

71-113