

98-20983

FILED SARPY CO. NE.

INSTRUMENT NUMBER

98-020983

98 JUL 31 PM 1:53

Glenn J. Ludwig
REGISTER OF DEEDS

Counter S

Verify [Signature]

D.E. [Signature]

Proof [Signature]

Fee \$ 43.00

Chk Cash Chg

PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That HUNTER'S CREEK, INC., a Nebraska corporation, hereinafter referred to as "GRANTOR", (whether one or more) for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY OF LaVISTA, 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 storm sewer, and appurtenances thereto, in, through and under the parcel of land described on parts of Lots 1, 15, 27, 39, 51 and 81, Hunter's Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, which legal descriptions are more fully described and set forth on Exhibits "A through F", attached hereto and made a part hereof.

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 and maintaining or operating said sewer at the will of the CITY. That 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 or their successor 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 work.

4. That said GRANTOR for itself and its successors and assigns, does confirm with the said CITY and its assigns, that it, the GRANTOR is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns, 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.

98-20983A

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings 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 executed this easement this 31 day of July, 1998.

HUNTER'S CREEK, INC., a Nebraska corporation

By: Henry J. Sudbek
Its President

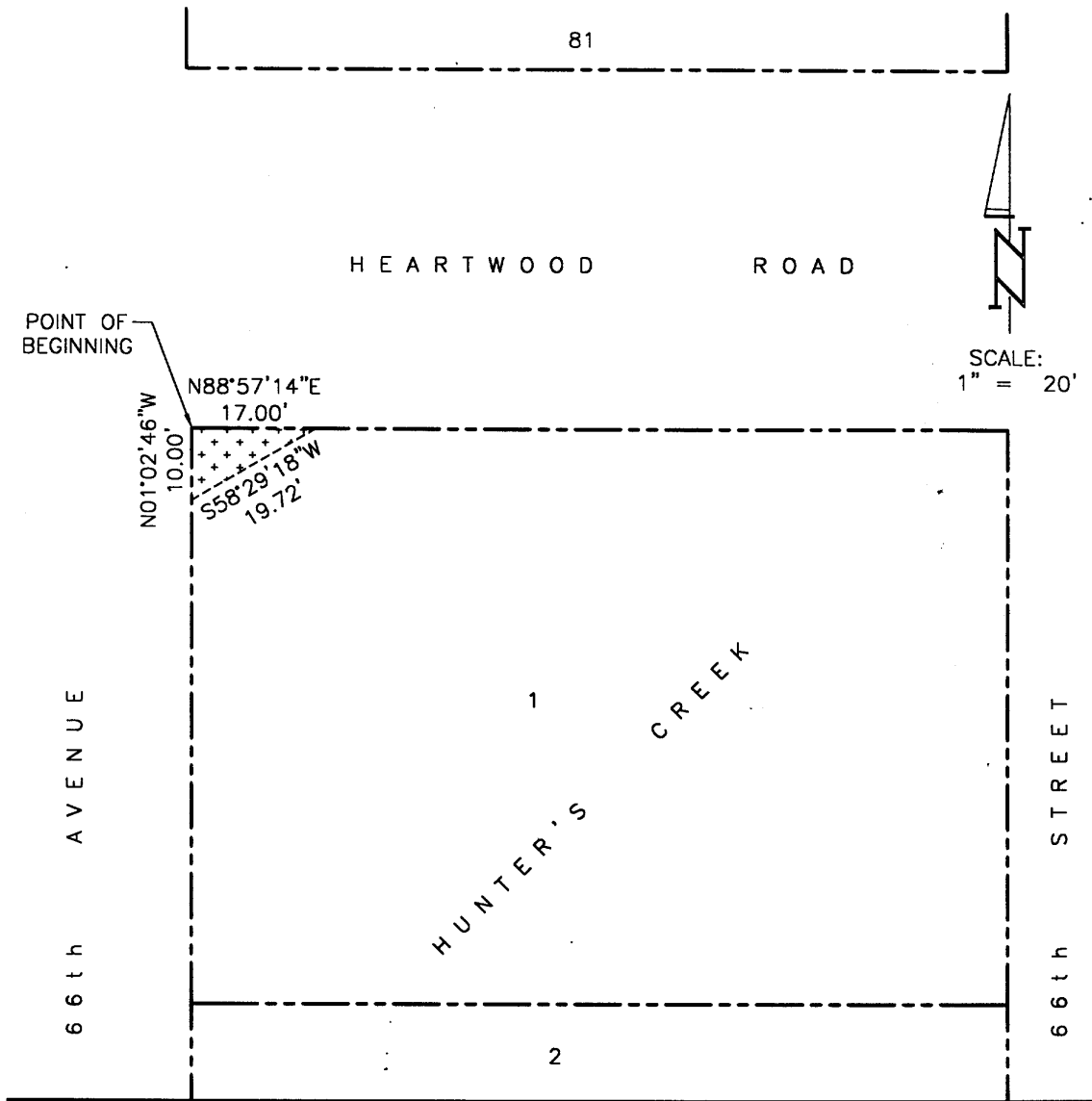
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.



On this 31 day of July, 1998, before me, a Notary Public in and for said County and State, personally appeared Henry J. Sudbek, President of HUNTER'S CREEK, INC., a Nebraska corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date aforesaid.

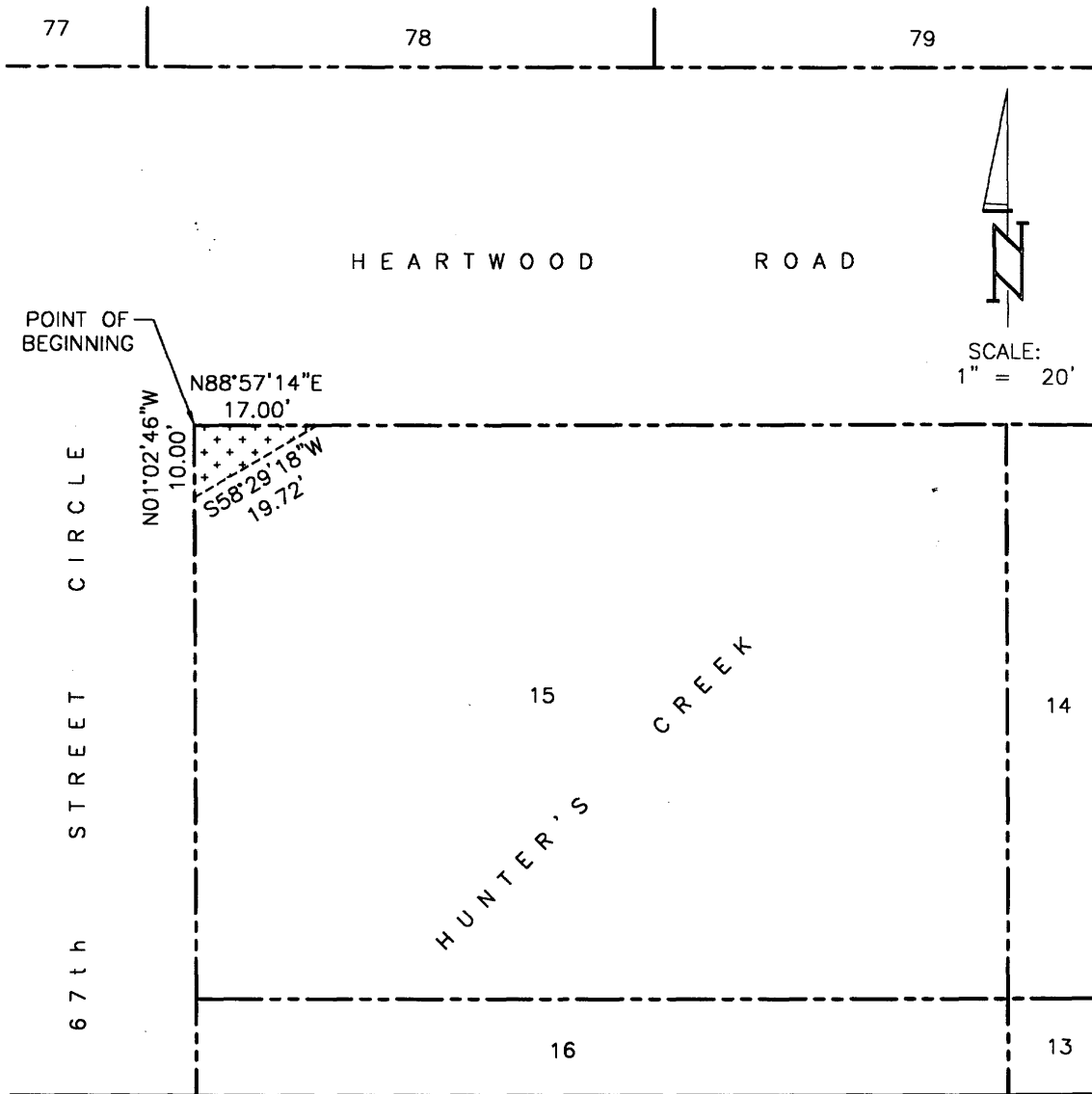
Terry L. Wise
Notary Public



LEGAL DESCRIPTION

THAT PART OF LOT 1, HUNTER'S CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 1; THENCE N88°57'14"E (ASSUMED BEARING) 17.00 FEET ON THE NORTHERLY LINE OF SAID LOT 1; THENCE S58°29'18"W 19.72 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N01°02'46"W 10.00 FEET ON THE WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

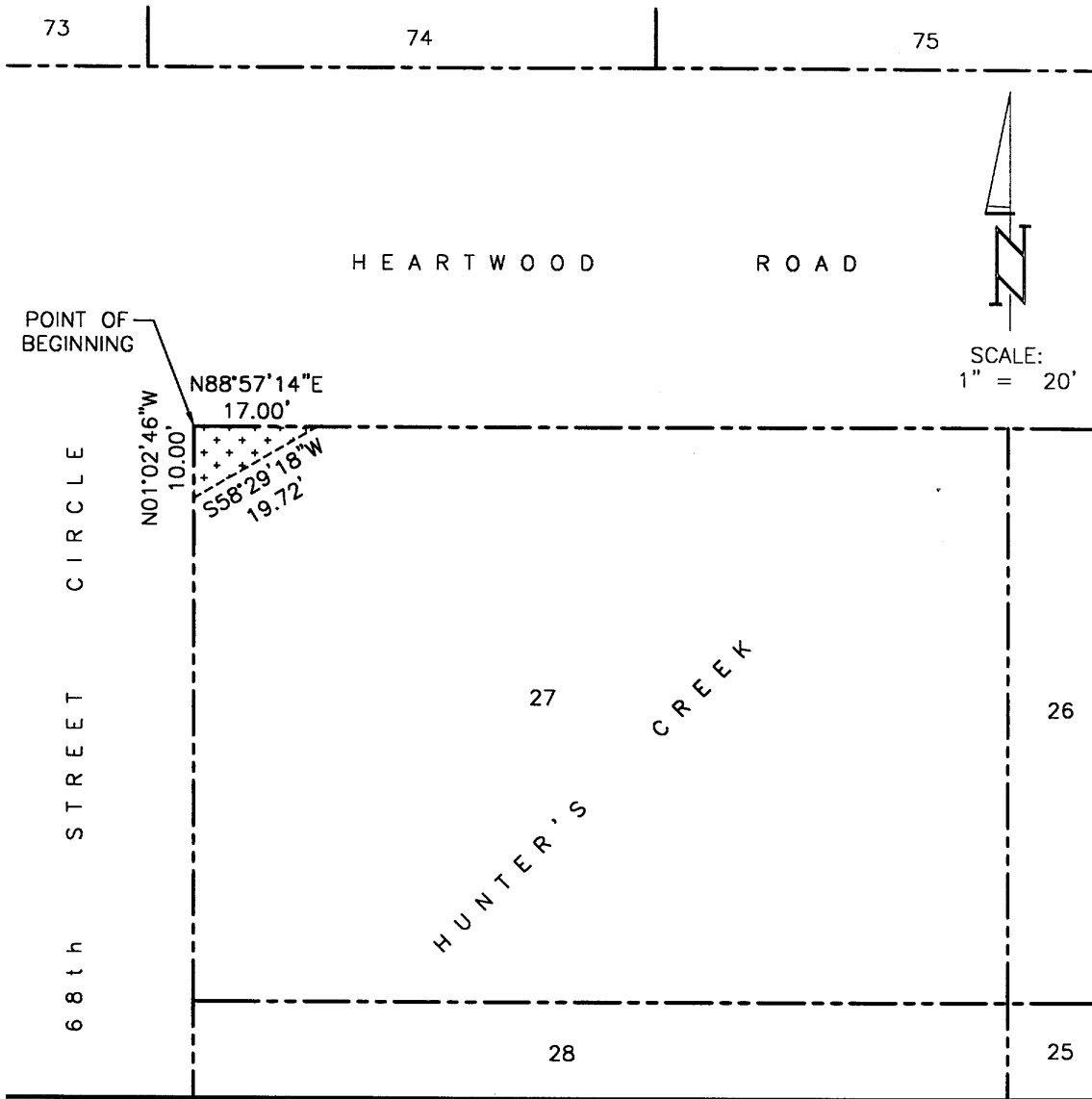
MELVIN SUDBECK HOMES, INC. TD2 FILE NO. 1056-107-E DATE: MAY 11, 1998
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF LOT 15, HUNTER'S CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 15; THENCE N88°57'14"E (ASSUMED BEARING) 17.00 FEET ON THE NORTHERLY LINE OF SAID LOT 15; THENCE S58°29'18"W 19.72 FEET TO THE WESTERLY LINE OF SAID LOT 15; THENCE N01°02'46"W 10.00 FEET ON THE WESTERLY LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

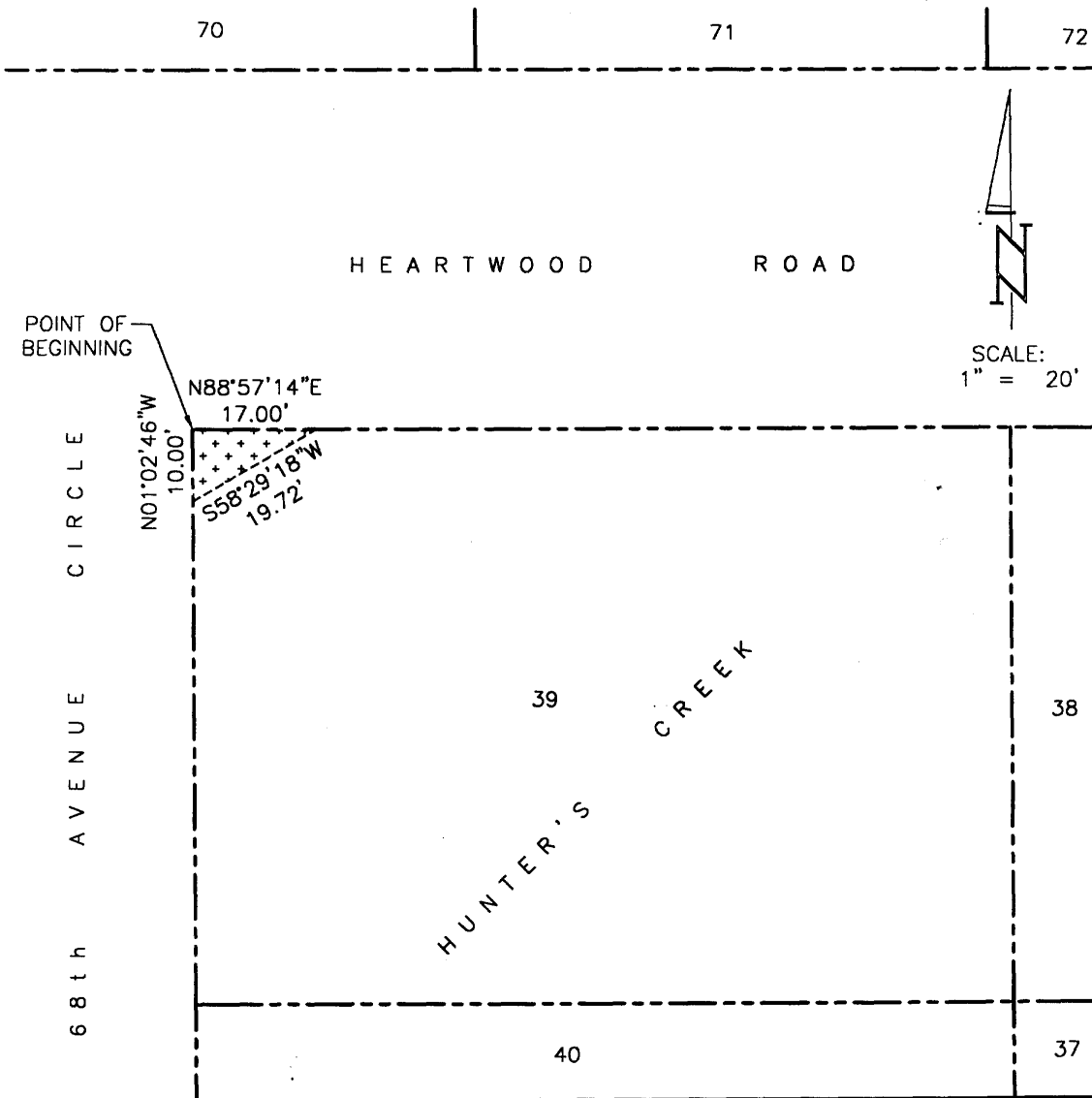
MELVIN SUDBECK HOMES, INC. TD2 FILE NO. 1056-107-E DATE: MAY 11, 1998
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF LOT 27, HUNTER'S CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 27; THENCE N88°57'14"E (ASSUMED BEARING) 17.00 FEET ON THE NORTHERLY LINE OF SAID LOT 27; THENCE S58°29'18"W 19.72 FEET TO THE WESTERLY LINE OF SAID LOT 27; THENCE N01°02'46"W 10.00 FEET ON THE WESTERLY LINE OF SAID LOT 27 TO THE POINT OF BEGINNING.

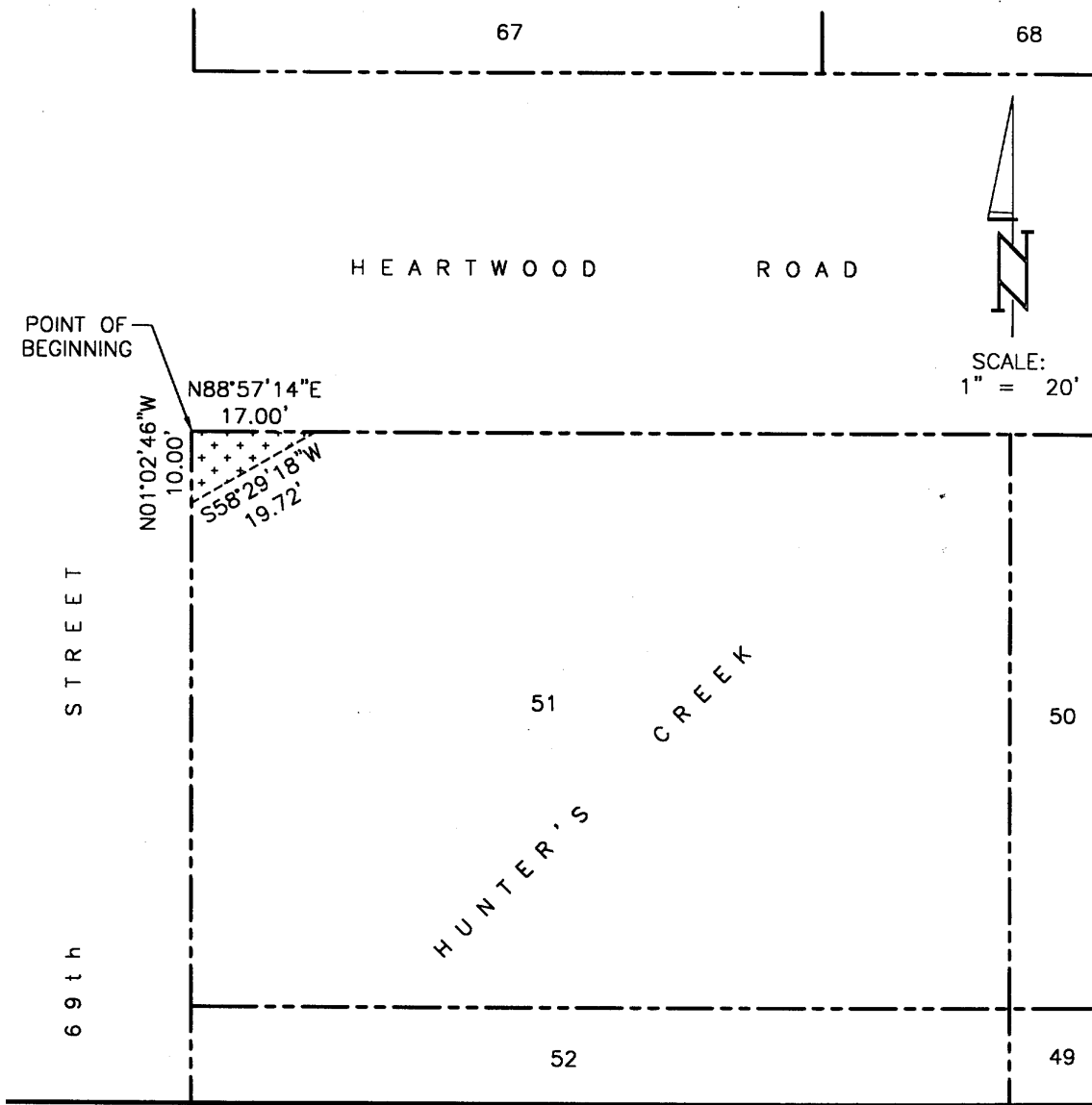
MELVIN SUDBECK HOMES, INC. TD2 FILE NO. 1056-107-G DATE: MAY 11, 1998
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



LEGAL DESCRIPTION

THAT PART OF LOT 39, HUNTER'S CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 39; THENCE N88°57'14"E (ASSUMED BEARING) 17.00 FEET ON THE NORTHERLY LINE OF SAID LOT 39; THENCE S58°29'18"W 19.72 FEET TO THE WESTERLY LINE OF SAID LOT 39; THENCE N01°02'46"W 10.00 FEET ON THE WESTERLY LINE OF SAID LOT 39 TO THE POINT OF BEGINNING.

MELVIN SUDBECK HOMES, INC. TD2 FILE NO. 1056-107-H DATE: MAY 11, 1998
 THOMPSON, DRESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860



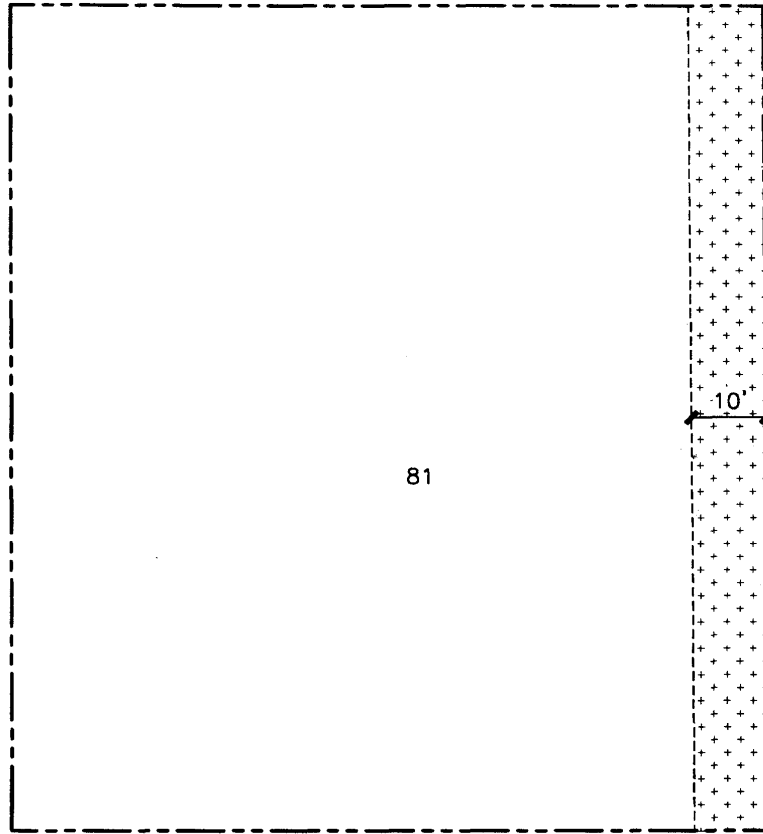
LEGAL DESCRIPTION

THAT PART OF LOT 51, HUNTER'S CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 51; THENCE N88°57'14"E (ASSUMED BEARING) 17.00 FEET ON THE NORTHERLY LINE OF SAID LOT 51; THENCE S58°29'18"W 19.72 FEET TO THE WESTERLY LINE OF SAID LOT 51; THENCE N01°02'46"W 10.00 FEET ON THE WESTERLY LINE OF SAID LOT 51 TO THE POINT OF BEGINNING.

MELVIN SUDBECK HOMES, INC. TD2 FILE NO. 1056-107-1 DATE: MAY 11, 1998
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

98-209836

66th AVENUE



66th STREET

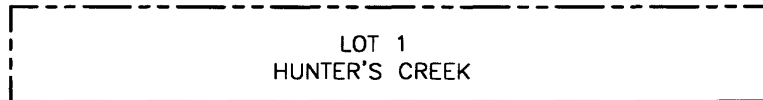
81

10'

HEARTWOOD ROAD



SCALE:
1" = 20'



LOT 1
HUNTER'S CREEK

LEGAL DESCRIPTION

THE EASTERLY 10.00 FEET IN WIDTH OF LOT 81, HUNTER'S CREEK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

MELVIN SUDBECK HOMES, INC. TD2 FILE NO. 1056-107-F DATE: MAY 11, 1998
THOMPSON, DRESSSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860