

Affects Lot 15

PERMANENT SEWER EASEMENT

KNOW ALL MEN BE THESE PRESENTS:

THAT WE John R. Maenner and Robert P. Horgan 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 Saint Michael Lutheran Church, hereinafter referred to as GRANTEE, and to its successors and assigns, an easement for the right to construct, maintain and operate a Private Sanitary Sewer, and appurtenances thereto, in, through, and under the parcel of land described as follows, to-wit:

See Exhibit "A" hereto attached.

TO HAVE AND TO HOLD unto said GRANTEE, 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 GRANTEE. 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 GRANTEE 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 GRANTEE. Improvements which may be approved by GRANTEE 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 GRANTEE will replace or rebuild any and all damage to improvements caused by GRANTEE exercising its rights of inspecting, maintaining or operating said Sewer, including that, damage to, or loss of, trees and shrubbery will be compensated for by GRANTEE.
3. That GRANTEE 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 GRANTEE 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 GRANTEE 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 GranTEE 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 GRANTEE 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 GRANTEE or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set their hands this 15 day of November A.D., 1984

John R. Maenner
Robert P. Horgan

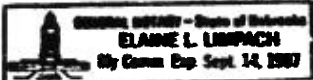
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of November, 19 84, before me a Notary Public, in and for said County, personally came the above named: John R. Maenner and Robert P. Horgan who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged the instrument to be their voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Elaine L. Limpach
Notary Public



My Commission expires _____

EXHIBIT "A"

TRACT DESCRIPTION:

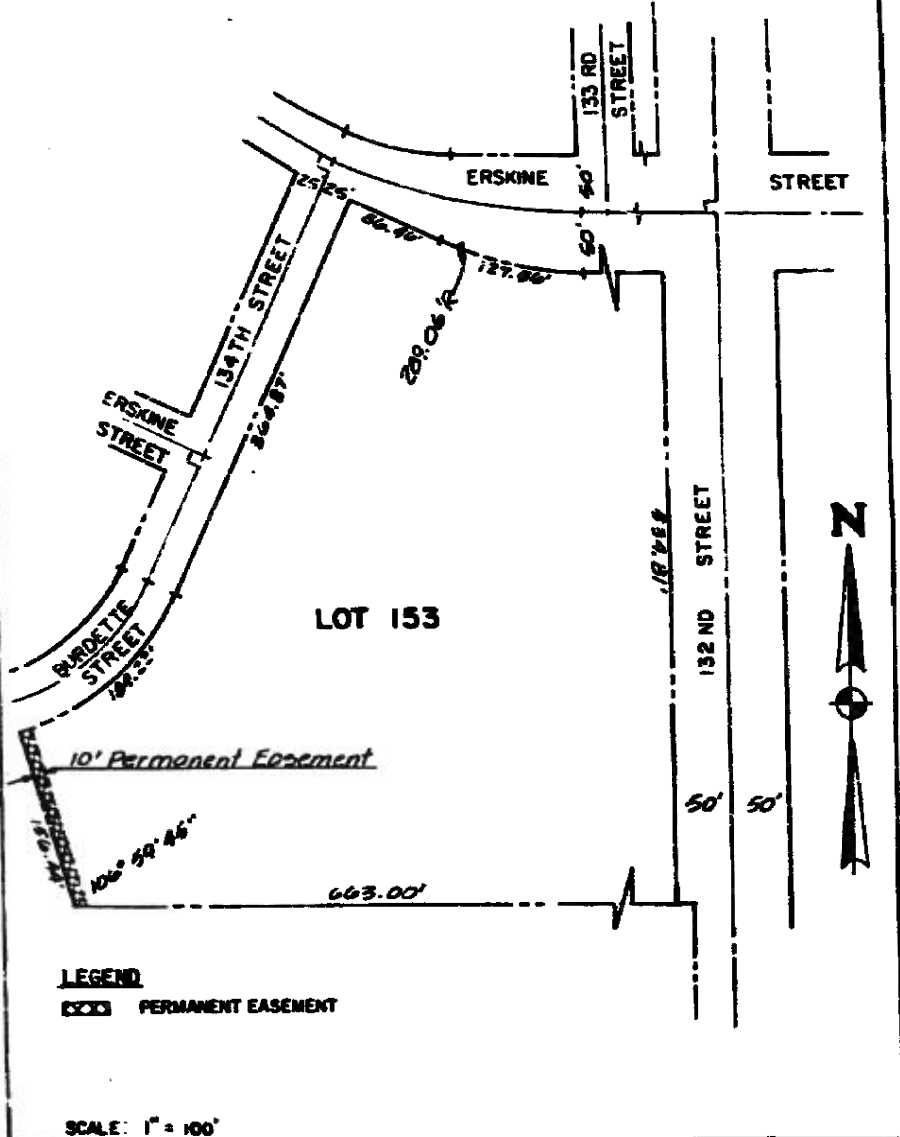
Sub 728 P. 105

Legal Description: Lot 153, Sunridge, a subdivision located in the East Half (E½) of the South East Fourth (SE¼) of Section 12, Township 15 North, Range 11 East, Douglas County, Nebraska.

EASEMENT DESCRIPTIONS:

PERMANENT EASEMENT:

A Permanent 10' Easement being the Westerly 10' of the above described Lot 153.



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 8/5 JUN -2 PM 1:32
 DEPT. OF REVENUE
 225 S. 10TH ST.
 OMAHA, NEB.

Book 228
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 of 214

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