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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Project No.
Tract No. 16118 B
Address:
FEE 13 FB 01-6000
BKP 3-15-11 C/O COMP
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PERMANENT SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT LOUIS VILLAFUERTE and VANITA VILLAFUERTE, husband and wife, and U. S. BANK, formerly known as FIRSTIER SAVINGS BANK, hereinafter collectively referred to as GRANTOR, for and in consideration of the sum of Two Thousand One Hundred and no/100 Dollars ($2,100.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 427 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA, NEBRASKA, a municipal corporation, hereinafter collectively 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 as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

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, operating, repairing or replacing 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.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. Grantor, their heirs, personal representatives, successors and assigns, shall be entitled to and do hereby reserve the right, to connect to and make reasonable and customary use of any sewer line installed and maintained by Grantee under the terms of this Easement at no expense whatsoever. The approval of this term by Grantor and their heirs, personal representatives, successors and assigns shall be shown by recording this document with the Douglas County Register of Deeds. This Easement and the license contained herein is given without any warranty whatsoever. Grantor acknowledges that the conditions, terms and connection fees in connection with this easement shall be subject to the then current rules and regulations of the City of Omaha over which SID #427 has no control.

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, their heirs, personal representatives, 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, her heirs, personal representatives, successors and assigns.

2. That CITY may construct, maintain, operate, repair or replace additional sewer systems or drainageways within the permanent easement area described above.

3. That CITY will replace or rebuild any and all damage to improvements caused by CITY exercising its rights of inspecting, maintaining or operating said sewers except that damage to, or loss of trees and shrubbery will not be compensated for by CITY.

4. That the 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.

5. That said GRANTOR for themselves and their heirs, personal representatives, successors and assigns, does confirm with the said CITY and its assigns, and that they, the

GAINES, MULLEN, PANSING & HOGAN
10050 REGENCY CIRCLE, SUITE 200
OMAHA, NEBRASKA 68114

GRANTOR are well seized in fee of the above-described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they and their heirs, personal representatives, 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.

6. That said easement is granted upon the condition that the CITY may 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.

7. The CITY reserves the absolute right to terminate this easement at any time prior to the payment of the above-stated consideration, but in no event later than sixty (60) days after the execution of this Easement Agreement.

8. That this instrument contains the entire agreement of the parties; that there are no other or 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 promises, inducements, or representations of the CITY or its agents or employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has hereunto set their hand this 2nd day of July, 1999.

Louis Villafuerte
LOUIS VILLAFUERTE

Vanita Villafuerte
VANITA VILLAFUERTE

U. S. BANK, formerly known as FIRSTIER SAVINGS BANK,

By Michael R Fierro
Title _____

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

On this 2 day of July, 1999, before me, the undersigned, a Notary Public in and for said County, personally came LOUIS VILLAFUERTE and VANITA VILLAFUERTE, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Michael R Fierro
Notary Public

My commission expires: _____

GENERAL NOTARY-State of Nebraska
MICHAEL R. FIERRO
My Comm. Exp. Oct. 21, 2000

STATE OF Nebraska)
) ss.:
COUNTY OF Douglas)

On this 29 day of July, 1999, before me, the undersigned, a Notary Public in and for said County, personally came Michael R Fierro, _____ of U. S. BANK, formerly known as FIRSTIER SAVINGS BANK, a _____ corporation, to me personally known to be the Manager of said bank and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said bank.

WITNESS my hand and Notarial Seal at _____ in said County the day and year last above written.

_____
Notary Public

My commission expires: 11-14-2000

GENERAL NOTARY-State of Nebraska
ADAM J. LAMMERS
My Comm. Exp. Nov. 14, 2000

EXHIBIT 4

LEGAL DESCRIPTION

A permanent easement for construction and maintenance of storm sewers and drainageways over that part of the Northwest Quarter of Section 3, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the northwest corner of the said Northwest Quarter of Section 3;

Thence North 87°15'10" East (bearings referenced to the Final Plat of STONE CREEK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 1029.31 feet along the north line of the said Northwest Quarter of Section 3 to the TRUE POINT OF BEGINNING;

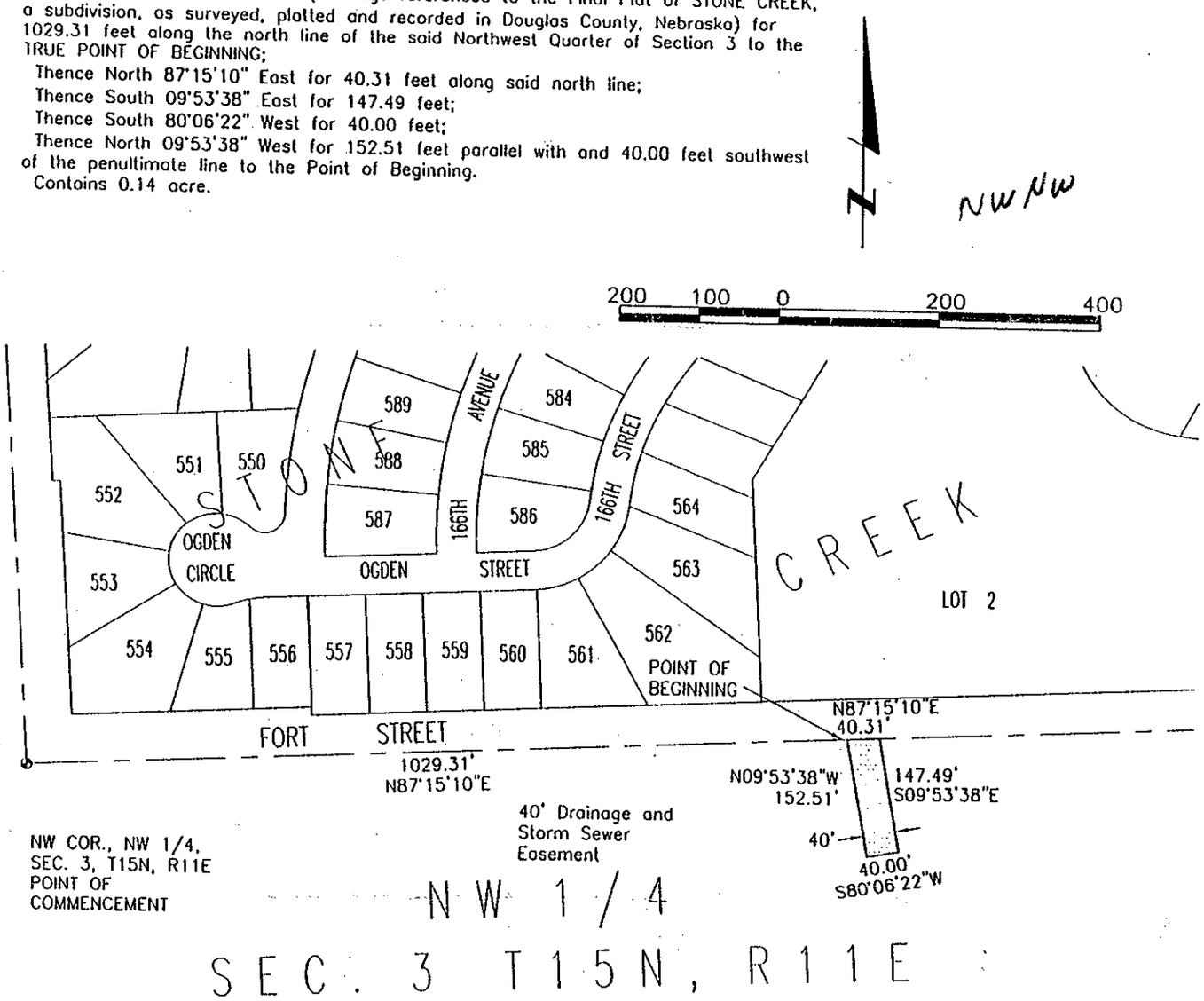
Thence North 87°15'10" East for 40.31 feet along said north line;

Thence South 09°53'38" East for 147.49 feet;

Thence South 80°06'22" West for 40.00 feet;

Thence North 09°53'38" West for 152.51 feet parallel with and 40.00 feet southwest of the penultimate line to the Point of Beginning.

Contains 0.14 acre.



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engineers surveyors planners
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