

AGREEMENT

WHEREAS, Sebastian J. Seina and Tena V. Seina are now the owners of the South 150 feet of Lot 9, except the east 200 feet thereof, in Fairacres, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

WHEREAS, Mae L. Longeval and Marcel E. Longeval, wife and husband, are the owners of the South 150 feet of the West 100 feet of the East 200 feet of Lot 9 in Fairacres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, Marie J. Ahlquist, a widow, is the owner of the East 100 feet of Lot 9 in Fairacres, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska;

WHEREAS, an easement agreement was heretofore executed on the 18th day of July, 1947 and recorded on the 19th day of July, 1947 in Book 225 at Page 43 of the Miscellaneous Records of Douglas County, Nebraska, which agreement created certain rights and responsibilities on the present and future owners of the aforescribed premises and was made to run with the land;

WHEREAS, certain agreements were subsequently executed on the 7th day of May, 1969 and recorded on the 7th day of July, 1969 in Book 478 at Page 177 and 179, respectively, of the Miscellaneous Records of Douglas County, Nebraska modifying the aforescribed easement agreement;

WHEREAS, Sebastian J. Seina and Tena V. Seina, hereinafter designated as Seina, Mae L. Longeval and Marcel E. Longeval, hereinafter designated as Longeval, and Marie J. Ahlquist, hereinafter designated as Ahlquist, wish to terminate all rights, privileges, terms, duties & responsibilities arising by, through or under such Easement Agreement recorded in Book 225 at Page 43 of the Miscellaneous Records of Douglas County, Nebraska insofar as such Easement Agreement affects the premises owned by Seina, except as hereafter provided, but wish to continue such Agreement insofar as such Agreement affects the premises owned by Longeval & Ahlquist, respectively, to the extent that such Easement Agreement recorded in Book 225 at Page 43 of the Miscellaneous Records of

Douglas County, Nebraska shall not be in conflict with or inconsistent with any terms of this Agreement, in which event the terms of this Agreement shall prevail, and further wish to terminate all rights, privileges, terms, duties and responsibilities arising by virtue of the Agreement recorded in Book 478 at Page 177 and 179, respectively, of the Miscellaneous Records of Douglas County, Nebraska;

WHEREAS, Seina, Longeval and Ahlquist wish to create a new Easement Agreement affecting their respective properties;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and in consideration of other good and valuable consideration, the receipt whereof is hereby acknowledged by each of the parties hereto, it is stipulated and agreed as follows:

1. Ahlquist is hereby granted an easement across and through the North 8 feet of the South 150 feet of the West 100 feet of the East 200 feet of Lot 9 in Fairacres for the existence of a private sewer line within and through said easement, by Longeval, for the continued use of the sewer line now existing and which was installed under the Easement Agreement heretofore referred to dated July 18, 1947 and recorded on July 19, 1947 in Book 225 at Page 43 of the Miscellaneous Records of Douglas County, Nebraska.

Ahlquist and Longeval agree that they shall jointly keep in good order and repair and share the cost equally of maintenance of the said private sewer line herein referred to and in existence across the premises of Longeval for the benefit of Ahlquist and Longeval.

2. Ahlquist and Longeval are hereby granted an easement by Seina over, upon and through the following described property owned by Seina:

Five feet on either side of a line described as follows: Beginning at a point on an existing sanitary sewer line, said point being located 103 feet East of the East right of way line of 69th Street and 179 feet North of the centerline of Dodge Street; thence North along a line 103 feet East of and parallel to the East right of way line of said 69th Street, 166 feet; thence Westerly 134.3 feet to an existing manhole located on the centerline of 69th Street and 13 feet South of the North property line of said Lot 9, in Fairacres, an addition to the City of Omaha, Douglas County, Nebraska;

for the existence of a private sewer line within and through said property, which private sewer line shall be installed and maintained by Seina, as hereinafter set forth.

3. Seina shall cause the installation of an 8-inch diameter vitrified clay pipe sewer line in, upon and under said land described in the easement area set out in Paragraph 2 hereof, and which is to be constructed a minimum of 8-feet deep with adequate manhole openings, all in accordance with the standards for sewer line construction as required by the City of Omaha, and in accordance with the diagram of said private sewer line set forth on Exhibit "A" attached hereto and outlined in heavy lines thereon, at the sole cost and expense of Seina. Seina shall connect, at his cost, the present private sewer line used by Longeval and Ahlquist hereinabove referred to in Paragraph 1 hereof into the private sewer line to be constructed by Seina referred to in Paragraph 3 hereof, and to do so in a good and workmanlike manner at the sole cost and expense of Seina. Seina shall keep and maintain the said private sewer line and all manholes therefor as constructed by Seina in good and proper working condition, all within and through the easement granted in Paragraph 2 hereof, it being understood and agreed that Seina may construct sidewalks, roadways and garages over said easement, but that the cost of removal and reconstruction, if any, of any such improvements required by reason of the said maintenance of said private sewer line shall be borne by Seina.

The private sewer line referred to in this Paragraph 3 to be constructed by Seina in, upon and under the easement set forth in Paragraph 2 hereof, shall be for the exclusive use of Longeval and Ahlquist, and no other person, firm or corporation shall have the right to connect thereto without the express written consent of Longeval and Ahlquist.

4. Seina, Longeval and Ahlquist mutually stipulate and agree that the easements hereinbefore granted and created are and shall be perpetual easements to run with the land, and to inure to the benefit

of and to be charged to the interest of all of the parties hereto and to their heirs, executors, administrators, personal representatives, and assigns of each and all of them forever.

5. Seina, Longeval and Ahlquist mutually stipulate and agree for themselves, their heirs, administrators, personal representatives and assigns that the Easement Agreement recorded in Book 225 at Page 43 of the Miscellaneous Records of Douglas County, Nebraska, and the Agreements recorded in Book 478 at Pages 177 and 179, respectively, of the Miscellaneous Records of Douglas County, Nebraska, are hereby terminated, annulled, cancelled and held for naught.

6. Seina, Longeval and Ahlquist mutually stipulate and agree that in the event Seina has not commenced construction of said private sewer line referred to in Paragraph 3 and/or has not commenced construction of an apartment complex on the premises owned by Seina within 15 calendar months from date hereof, then this Agreement shall be null and void and of no force and effect and all terms, conditions, rights and duties created under the Easement Agreement set forth in Book 225 at Page 43 of the Miscellaneous Records of Douglas County, Nebraska, notwithstanding any terms hereof to the contrary, shall prevail, and said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed this 20 day of August, 1969.

Sebastian J. Seina
Sebastian J. Seina

Tena V. Seina
Tena V. Seina

Mae L. Longeval
Mae L. Longeval

Marcel E. Longeval
Marcel E. Longeval

Marie J. Ahlquist
Marie J. Ahlquist

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

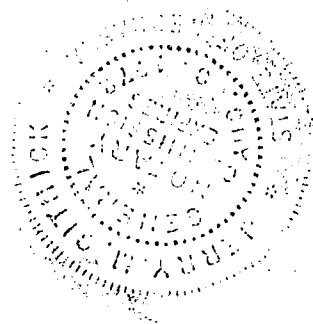
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BOOK 479 PAGE 629

On this 20th day of August, 1969 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Sebastian J. Seina and Tena V. Seina, husband and wife, to me personally known to be the identical persons whose names are affixed to the above and foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of each of them.

WITNESS my hand and notarial seal the day and year last above written.

Jerry M. Satrud
Notary Public



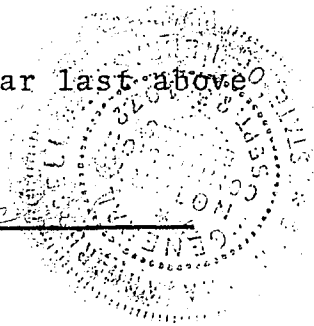
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

ss:

On this 20 day of August, 1969 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Mae L. Longeval and Marcel E. Longeval, wife and husband, to me personally known to be the identical persons whose names are affixed to the above and foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of each of them.

WITNESS my hand and notarial seal the day and year last above written.

Marcel E. Longeval
Notary Public



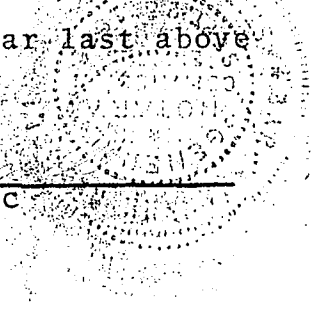
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

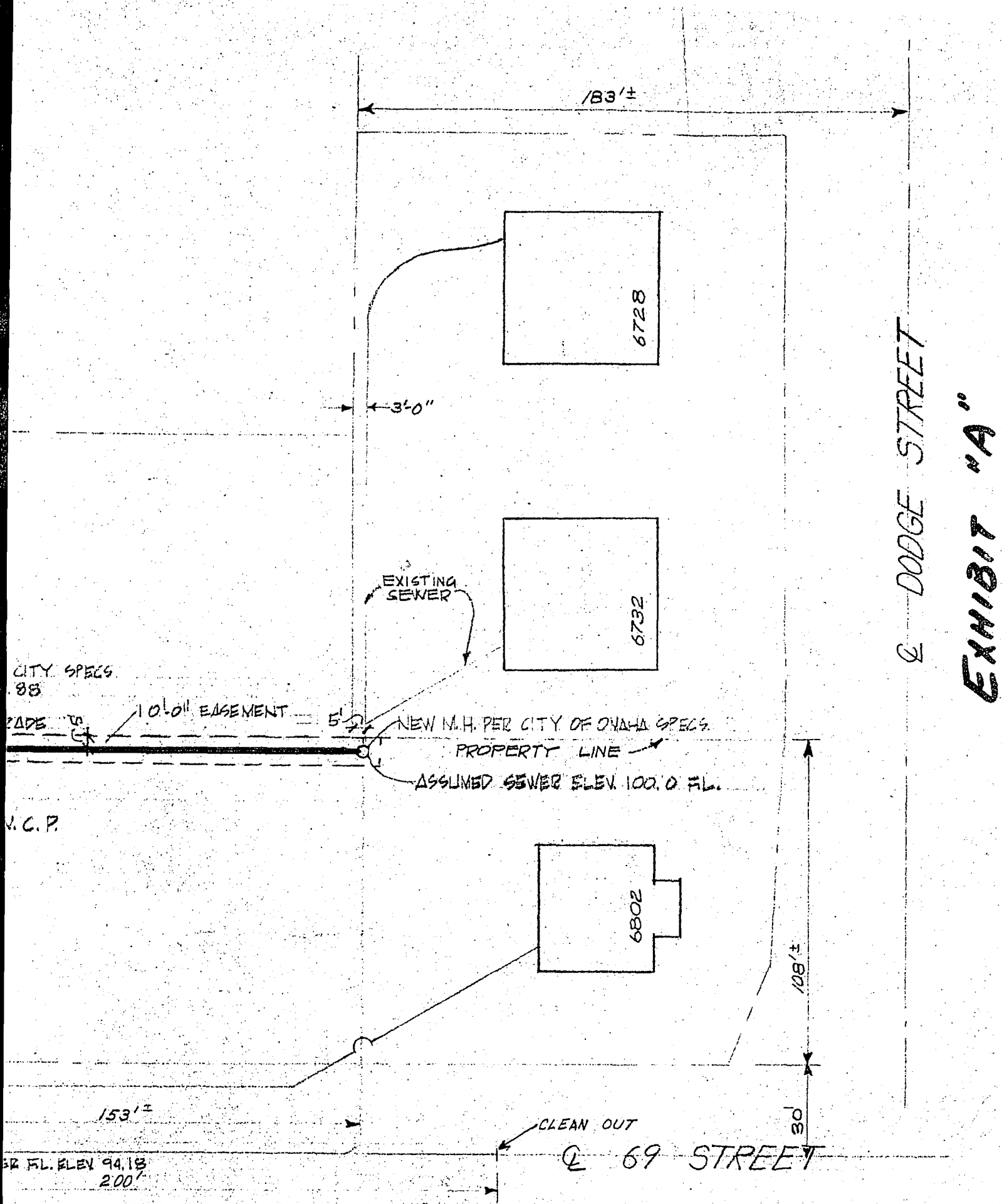
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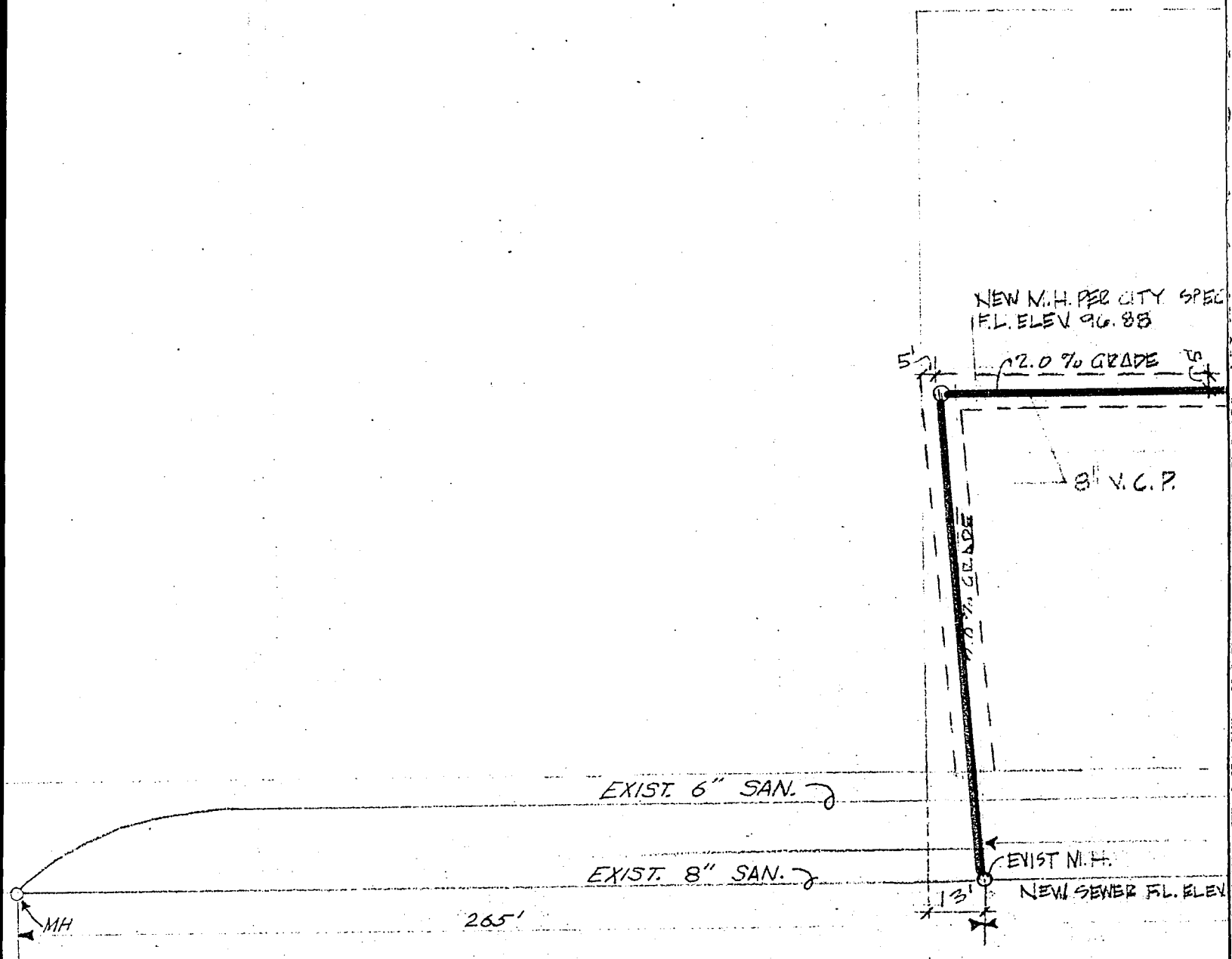
On this 20 day of August, 1969 before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Marie J. Ahlquist, a widow, to me personally known to be the identical person whose name is affixed to the foregoing Agreement, and she acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Barbara Ann Kuntz
Notary Public







15 Misc

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

1969 AUG 21 AM 10 32

RECEIVED

THE STATE OF NEBRASKA } ss:
Douglas County

Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in

Book 479 of Misc
Page 632

C. Harold Ostler

Register of Deeds

By _____ Deputy

MAIL Jerry D. Linnick
222 Tarkenton

G.P.N.D.W.

Compared 23-269 to 11-25