Lois Kofoed

EASEMENT

THIS INDENTURE, made this 22 day of November 19 57, between Lois Kofoed parties of the first part, and The City of Omaha, Nebraska, a Municipal Corporation, party of the second part, WITNESSETH:

That said parties of the first part in consideration of the sum of One Dollar ($1.00) and other valuable consideration, to them in hand paid by said party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a 24" Sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows, to-wit:

10' in width, the center line of which is described as follows:

Beginning at a point on the South line of Lot 212, Benson Gardens Addition, an addition to the City of Omaha, which point is 146' Westerly from the Southeast corner of said lot; thence running in a Northeasterly direction to a point on the North line of said lot, which point is 143' from the Northeast corner of said lot.

Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said sewer need to be reconstructed after the lots are filled or improved, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

Said party of the second part agrees to pay all costs of construction of said storm or sanitary sewer, and fill in the trench with mechanically compacted material and sow grass seed over said trench and generally leave the premises in a neat and orderly condition.

Said parties of the first part for theirselves and their heirs, executors and administrators do confirm with the said party of the second part and its assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of

x Mrs Lois Kofoed

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 22 day of November, A.D. 1957, before me Joseph J. Kotlarz in and for said County, personally appeared the above named Lois Kofoed, parties of the first part, who are personally known to me to be the identical persons whose names are affixed to the above easement as parties thereto, and they severally acknowledged the instrument to be their voluntary act and deed.

IN WITNESS WHEREOF my Hand November 22, 1957 the day aforesaid.

Joseph J. Kotlarz
NOTARY PUBLIC

JOSEPH J. KOTLARZ COMMISSION EXPIRES OCT. 20, 1960 STATE OF NEBRASKA

The above easement and all provisions thereof accepted by the City of Omaha, Nebraska, this 4th day of March 1958

Attest: M Hanson
City Clerk

CITY OF OMAHA
BY: John Rosenblatt
Mayor

26

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
4 DAY March 1958 AT 2:00 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 2 75