

THIS INDENTURE, made this 13 day of November, 1961

between MARTHA ANN WALTHER, ALBERT CHARLES BASHNICK, and FRANCES BASHNICK BELLO parties of the first part, and the City of Omaha, Nebraska, a Municipal Corporation and Sanitary and Improvement District No. 79 of Douglas County, Nebraska, parties 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 parties of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said parties of the second part and their assigns forever, the right to use, construct, build lay and maintain a 10 inch sanitary sewer pipe for the passage of sewer water and soil in, through over and under the parcel of land described as follows, to-wit:

A ten foot permanent right-of-way easement located in Lot 210, Benson Gardens, as surveyed, platted and recorded in Douglas County, Nebraska, the centerline of which is described as follows: Beginning at a point 10 feet Southerly from the Northwest corner of said Lot 210 and on the Northwesterly line of said Lot 210, thence Southeasterly along a line 10 feet Southerly from and parallel to the Northeasterly line of said Lot 210 to a point on the Southeasterly line of said Lot 210.

The exact location of the sewer line in the permanent right-of-way to be fixed by the Engineer for Sanitary & Improvement District No. 79 of Douglas County, Nebraska.

\*See over for additional terms.

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 parties of the second part 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 parties of the second part agree to pay all costs of construction of said 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 themselves and their heirs, executors and administrators do confirm with the said parties of the second part and their assigns, that they, the parties of the first part, are well seized in fee of the lot and premises aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said parties of the second part and their 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 Madelyn Brauerman, Ernest D. [unclear]

Albert Charles Bashnick, Martha Ann Walther, Frances Bashnick Bello

CALIFORNIA ) STATE OF NEBRASKA ) ALAMEDA ) COUNTY OF NEBRASKA )

On this 13th day of November, 1961, before me, the undersigned a Notary Public in and for said County, personally appeared the above named

MARTHA ANN WALTHER and ALBERT CHARLES BASHNICK 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.

Oakland, California WITNESS my hand at [unclear] the day aforesaid.

ARTHUR BRAVERMAN My Commission Expires Feb. 28, 1965

Arthur Brauerman NOTARY PUBLIC

\* Parties of the first part may at their own expense connect to the said sewer line at any time after completion of construction, for which connection they shall pay not to exceed \$200.00.

Parties of the first part shall not be subject to assessment of front footage charges under Section 51.24.020, Omaha Municipal Code.

STATE OF HAWAII )  
CITY & COUNTY OF HONOLULU )

On this 16th day of NOVEMBER 1961 A.D. 1961, before me, the undersigned, a Notary Public in and for said County, personally

appeared FRANCES BASHNICK BELLO who is personally known to me to be the identical person whose name is affixed to the above easement as a party thereto, and she acknowledged the instrument to be her voluntary act and deed.

WITNESS my hand at Wahiawa, State of Hawaii, the day aforesaid.

*Theresa Benson*

THESA BENSON  
Notary Public, First Judicial Circuit  
State of Hawaii  
My commission expires June 30, 1965



My commission expires:

141A

By *Frances Bashnick Bello*  
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11/16/61  
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*Theresa Benson*  
Registra of Deeds

374  
227  
mail

1961 DEC 21 PM 2:19  
THOMAS J. O'DONNOR  
REGISTER OF DEEDS  
DOUGLASS COUNTY, NEBR.

RECEIVED  
*Theresa Benson*

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