

EASEMENTTHIS INDENTURE, made this 30th day of October 19 59 betweenDaniel G. Cary

parties of the first part, and The City of Omaha, 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 drainage ditch and Storm Sewer pipe for the passage of sewer water and soil in, through, over and under the parcel of land described as follows, to-wit:

PARCEL NO. 2

A permanent easement on a tract of land lying wholly within the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), Section Twenty Seven (27), Township Fifteen (15) North, Range Twelve (12) East, Douglas County, Nebraska, and said tract is to be used for the purpose of constructing and maintaining a Storm Sewer and a Storm Sewer Outfall Ditch, and is more particularly described as follows: Beginning at a point Fifteen (15) feet South of the South property line of Lot Three (3), Block Fourteen (14) of the Sunset Hills Addition to the City of Omaha and said point being Fourteen (14) feet East and Fifteen (15) feet South along a line which is perpendicular to the South line of said Lot Three (3); thence South along the line perpendicular to the South property line of said Lot Three (3) a distance of Forty-Nine point Eighty-Five (49.85) feet to a point; thence Southwest Forty-Five Degrees (45°) right from the last described course, a distance of Three Hundred Sixty-Five point Forty-Five (365.45) feet to a point which is One Hundred (100) feet East of the West property line of Ninety-Fourth (94th) Street extended; thence South along a line which is parallel and One Hundred (100) feet East of the West property line of Ninety-Fourth (94th) Street extended a distance of One Thousand Fifteen (1,015) feet plus or minus to a point on a centerline of Papillion drainage ditch; thence in a Northwest-erly direction a distance of Ninety-Seven (97) feet plus or minus to a point which is the intersection of the centerline of Papillion drainage ditch and a line which is parallel to and Forty (40) feet East of the West property line of Ninety-Fourth (94th) Street extended; thence North along a line which is parallel to and Forty (40) feet East of the West property line of Ninety-Fourth (94th) Street extended, a distance of One Thousand Forty-Eight (1,048) feet plus or minus; thence Northwest 44°55'40" right from the last described course a distance of Two Hundred Eighty point Twenty-Three (280.23) feet to a point which is Fifteen (15) feet South of the South property line of Block Fourteen (14) of the Sunset Hills Addition; thence East along a line which is parallel to the South line parallel to the South property line of Block Fourteen (14) a distance of One Hundred Nineteen point Eighty-Five (119.85) feet to the point of beginning and containing Two point Four (2.4) Acres more or less.

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 parties of the Second part agree that no dirt will be removed from said property, that the excess dirt will be spread over said property and used to fill the existing ditch to the satisfaction of the party of the First part and that no levee will be placed along either side of said drainage ditch.

Said party of the Second part agrees to pay all costs of construction of said storm 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, and maintain easement in a good condition by mowing or whatever measures are necessary.

Said parties of the first part for themselves 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

[Signature]

Daniel G. Cary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 30th day of October, A.D. 1959, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Daniel G. Cary, 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 their voluntary act and deed.

WITNESS my Hand at Omaha, Nebraska, the day aforesaid.

Erma C. Christians
NOTARY PUBLIC

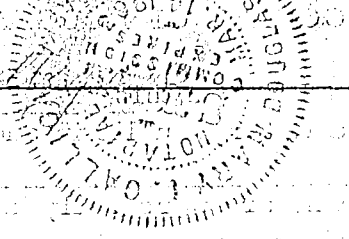


MY COMMISSION EXPIRES: July 14, 1962

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On This 24th day of December, 1959
before me, the undersigned, a notary public in and for said County,
personally came Robert Rasmussen, President Mayor
of City of Omaha a Corporation, and M. J. DINEEN, JR.
City Clerk, Secretary of said Corporation, to me
personally known to be the President and Secretary respectively of said
Corporation; and the identical persons whose names are affixed to the fore-
going instrument, and acknowledged the execution thereof to be their respective
voluntary act and deed as such officers and the voluntary act and deed of said
Corporation, and the Corporate Seal of said Corporation to be thereto affixed by
its authority.

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

Mary J. Galt
(Notary Public)


My Commission Expires March 14, 1963

The above easement and all provisions thereof accepted by the City of
Omaha, Nebraska, this 24 day of December, 1959.

BY John Rasmussen
MAYOR

ATTEST:

M. J. Dineen, Jr.
City Clerk

NOTE: Husband and wife are to execute.

34, 4 DAY Jan 1960 AT 12:27 P. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
THOMAS J. O'CONNOR, REGISTER OF DEEDS

450
1