

EASEMENT

THIS INDENTURE, made this 21 day of March 1962 between

Aaron Ferer & Sons Co., a Nebraska corporation, party  
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 sanitary or 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: The West Eleven (11) feet of the South Thirty-five (35) feet of Lot Five (5), Block One-hundred-thirty (130), of the original City of Omaha, in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-three (23), Township Fifteen (15) North, Range Thirteen (13) East of the Sixth (6th) Principal Meridian, Douglas County Nebraska, as surveyed, plat-  
ted and recorded.  
The party of the second part, at its cost and expense, shall grade and rock the presently existing roadway running from Douglas to Harney Street and employed by the party of the first part as a means of access to its plant facility located in part on Lot 5, Block 130, Original City of Omaha. Said work shall be done by the party of the second part within 100 days of the date hereof after beginning of construction. Otherwise, this easement shall cease and terminate and be of no further force and effect.

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 itself and its 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

Harvey D. Ferer, Secretary  
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

AARON FERER & SONS CO.

By: Harvey D. Ferer

President

On this 21 day of March, A.D. 1962, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named

Harvey D. Ferer and William O. Warren

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.

WITNESS my Hand at Omaha, Nebraska the day aforesaid.



Samuel S. Kaplan  
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 8, 1966

