

MISCELLANEOUS RECORD No. 127

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2. Easement

Realty Holding Company
to
The City of Omaha

KNOW ALL MEN BY THESE PRESENTS:

That, the undersigned, Realty Holding Company, a Nebraska corporation, in consideration of the sum of One & No/100 (\$1.00) Dollar and other valuable consideration, in hand paid, does hereby grant, convey and confirm unto The City of Omaha, its successors and assigns, (a perpetual easement and the right to construct, maintain, operate or repair a sanitary sewer, of such dimensions as The City of Omaha may find necessary under and across the East 10 ft. of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 15 North of Range 12 East of the 6th P.M. Douglas County, Nebraska.)

This easement is granted upon the following conditions:

1. That all work in connection with the construction, maintenance, repairs and alterations in connection with the sewer hereinbefore referred to shall be done in a good and workmanlike manner so as to cause no unnecessary damage or disturbance to said premises and the land or any improvements thereon shall be restored after such construction, repairs or alterations to the same condition as existed before.

2. That the City of Omaha, its successors and assigns, shall hold the Realty Holding Company, its grantees, successors and assigns, harmless and indemnify it against all actions, claims and demands that may be brought or made against it by reason of anything done by the City of Omaha, its successors or assigns, in the exercise or purported exercise of the rights and privileges hereby granted.

3. That if any changes, repairs or alterations are at any time made or if any portion of said sewers need to be constructed after the lots or real estate aforesaid have been filled in or improved or planted to growing crops, the City of Omaha shall pay to the owner or owners of said lots or real estate for any and all damage as the result thereof to the land, growing crops or any improvements of any kind or character whatsoever and, also, for any damage that may be caused to the owner or lessee under a lease bearing date December 17, 1936 between George & Company, Agents, and John W. Campbell.

4. The conditions hereof shall be binding upon the grantees, successors and assigns of the undersigned.

5. The undersigned hereby specifically reserves the right at any time to make connections with said sewer provided that any cut in the sewer main for such connections shall be made only under the supervision of the City of Omaha.

6. The undersigned also specifically reserves the right for its grantees, successors and assigns and the owners of the real estate herein or any part thereof to use the said real estate in any manner it or they may see fit and to build or construct and maintain improvements thereon of every kind and nature without restriction.

7. That the City of Omaha will complete said sewer so as not to interfere with the planting of the 1938 crop or the use of the said land under the lease above referred to.

IN WITNESS WHEREOF, said Realty Holding Company has caused these presents to be signed by its Vice President and Secretary this 16th day of December, 1937.

In presence of
George D. Fraser

REALTY HOLDING COMPANY
By Thomas R. Huston Vice President
Attest Ray F. Stryker Secretary

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State of Nebraska }
County of Douglas) ss.

On this 16th day of December, 1937, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named Thomas R. Huston, Vice President and Ray F. Stryker, Secretary of Realty Holding Company, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantor and who acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the date last aforesaid.



George D. Fraser
Notary Public

My commission expires September 25, 1943

State of Nebraska }
County of Douglas) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 13th day of January, A.D., 1938, at 12:56 o'clock, P.M.

Thomas J. O'Connor,

Register of Deeds.

Compared by D&T

3. Easement & Resolution

Champlin Refining Company
to
The City of Omaha

KNOW ALL MEN BY THESE PRESENTS:
That, the undersigned Champlin Refining Company, a corporation,
of Enid, Oklahoma in consideration of the sum of One (\$1.00)

Dollar and other valuable consideration, in hand paid, do hereby grant, convey and confirm unto The City of Omaha, its successors and assigns, a perpetual easement and the right to construct, maintain, operate or repair a main sewer, of such dimensions as The City of Omaha may find and determine to be necessary, upon, through and under the following described real estate:

Through Lots Nine (9) and Ten (10), Block Three (3), West Lawn Park

Beginning at a point on the West line of Lot Nine (9), Block Three (3) West Lawn Park thirty-two (32) feet South of the Northwest corner of said Lot Nine (9); thence South 55°26' East One Hundred six (106) feet more or less to the Southeasterly line of said lot.

This easement is granted upon the following conditions:

1. That if any changes, repairs, or alterations are at any time made, or if any portion of said sewers need to be reconstructed after the lots or real estate aforesaid have been filled or improved or planted to growing crops, The City of Omaha shall pay to the owner or owners of said lots or real estate or growing crops any and all damages that may be done thereto.
2. That the conditions hereof are binding upon the heirs, executors, administrators and assigns of the undersigned.
3. That the undersigned hereby reserves the right to at any time make private connections with said sewer, from the dwelling houses and/or other improvements upon said land, provided that any cut in the sewer main for such connections shall be made only under the supervision of the City of Omaha.
4. That the City of Omaha will complete said sewer so as not to interfere with the planting of the 1938 crop.