

EASEMENT

THIS INDENTURE, made this 12 day of August 19 59 between

Hastings Motor Truck Co.

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 and under the parcel of land described as follows, to-wit: A Twenty (20) foot permanent right-of-way easement located in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section One (1), Township Fourteen (14) North, Range Twelve (12) East of the Sixth (6th) P. M. in Douglas County Nebraska, the centerline of which is more particularly described as follows: Commencing at the SW corner of said Section 1, thence East a distance of 666.21' along the South line of said Section 1, said South line of said Section 1 to be assumed East for all bearings; thence N 31° 25' 14" E a distance of 1258.54' along the West property line extended of the Missouri Pacific Railroad to the point of beginning, thence N 76° 19' 26" W a distance of 16.02' to the West line of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 1, said point being on   
(see reverse side)

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.

**\* See reverse side for further provisions**

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 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

Ralph Blackburn  
(Secretary)  
STATE OF NEBRASKA )  
  ) ss  
COUNTY OF DOUGLAS )

HASTINGS MOTOR TRUCK CO.

By Everett Blackburn  
(President)

On this 12 day of August, A.D. 19 59, before me, the undersigned, a Notary Public in and for said County, personally appeared the above named

Everett Blackburn, President, and Ralph Blackburn, Secretary of Hastings Motor Truck Co., 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.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

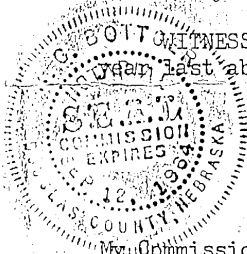


\* on a line which has a bearing of N 90° 00' 00" W and extended a distance of 1306.70' to the point of intersection with the West line of said Section 1, said point of intersection being 1077.80' North of the SW corner of said Section 1 as measured along the West line of said Section 1.

NOTE: See attached Plat which is a part of this easement.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 12 day of August, 19 59  
before me, the undersigned, a notary public in and for said County,  
personally came Everett Blackburn, President  
of Western Water Truck Co a Corporation, and  
Ralph Blackburn, 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.

R. G. Botcher  
Notary Public

My Commission expires 9-12-64.

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

ATTEST: BY John Rosenblatt  
MAYOR

M. J. Dineen, Jr.  
CITY CLERK

NOTE: Husband and wife are to execute.

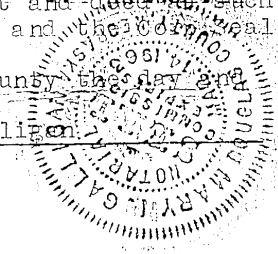
\* As part of the consideration hereof, the City agrees to allow parties of the first part to make one connection at their own expense, at a manhole only, to the sewer to be constructed by the City on the property herein dealt with. Such connection shall be made in conformity with all applicable Ordinances of the City, and parties of the first part shall pay all required permit fees, connection charges and sewer use fees, but shall not be required to pay the front foot assessment otherwise levied under the provisions of Rule 2, Section 51-1.13, Omaha Municipal Code:

STATE OF NEBRASKA ) ss  
COUNTY OF DOUGLAS )

On this 30th day of Nov. 1959, before me, the undersigned a notary public in and for said County, personally came John Rosenblatt, Mayor of the City of Omaha, and M. J. Dineen, Jr., City Clerk known to be Mayor and City Clerk respectively of said Corp., and the identical persons whose names are affixed to the 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 Corp. and the Corporate Seal of said Corp. 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 I. Galligan  
NOTARY PUBLIC

My commission expires March 6, 1963



## SANITARY SEWER RIGHT-OF-WAY EASEMENT DESCRIPTION

TRACT NO. 13

HASTINGS MOTOR TRUCK COMPANY

A twenty (20) foot permanent right-of-way easement and a fifty (50) foot temporary construction right-of-way easement located in the SE 1/4 of the SW 1/4 of Section 1, T 14 N, R 12 E, of the 6th P.M. in Douglas County, Nebraska, the centerline of which is more particularly described as follows:

Commencing at the SW corner of said Section 1, thence east a distance of 666.21' along the south line of said Section 1, said south line of said Section 1 to be assumed east for all bearings; thence N 31° 25' 14" E a distance of 1258.54' along the west property line extended of the Missouri Pacific Railroad to the point of beginning, thence N 76° 19' 26" W a distance of 16.02' to the west line of the SE 1/4 of the SW 1/4 of Section 1, said point being on a line which has a bearing of N 90° 00' 00" W and extended a distance of 1306.70' to the point of intersection with the west line of said Section 1, said point of intersection being 1077.80' north of the SW corner of said Section 1 as measured along the west line of said Section 1.

The exact location of the sewer in the permanent right-of-way to be fixed by the Engineer for the City of Omaha.

June 4, 1959  
Travis J. Naughton  
L.S. # 75

TITLE: HASCALL STREET INTERCEPTOR SEWER- OMAHA, NEBRASKA

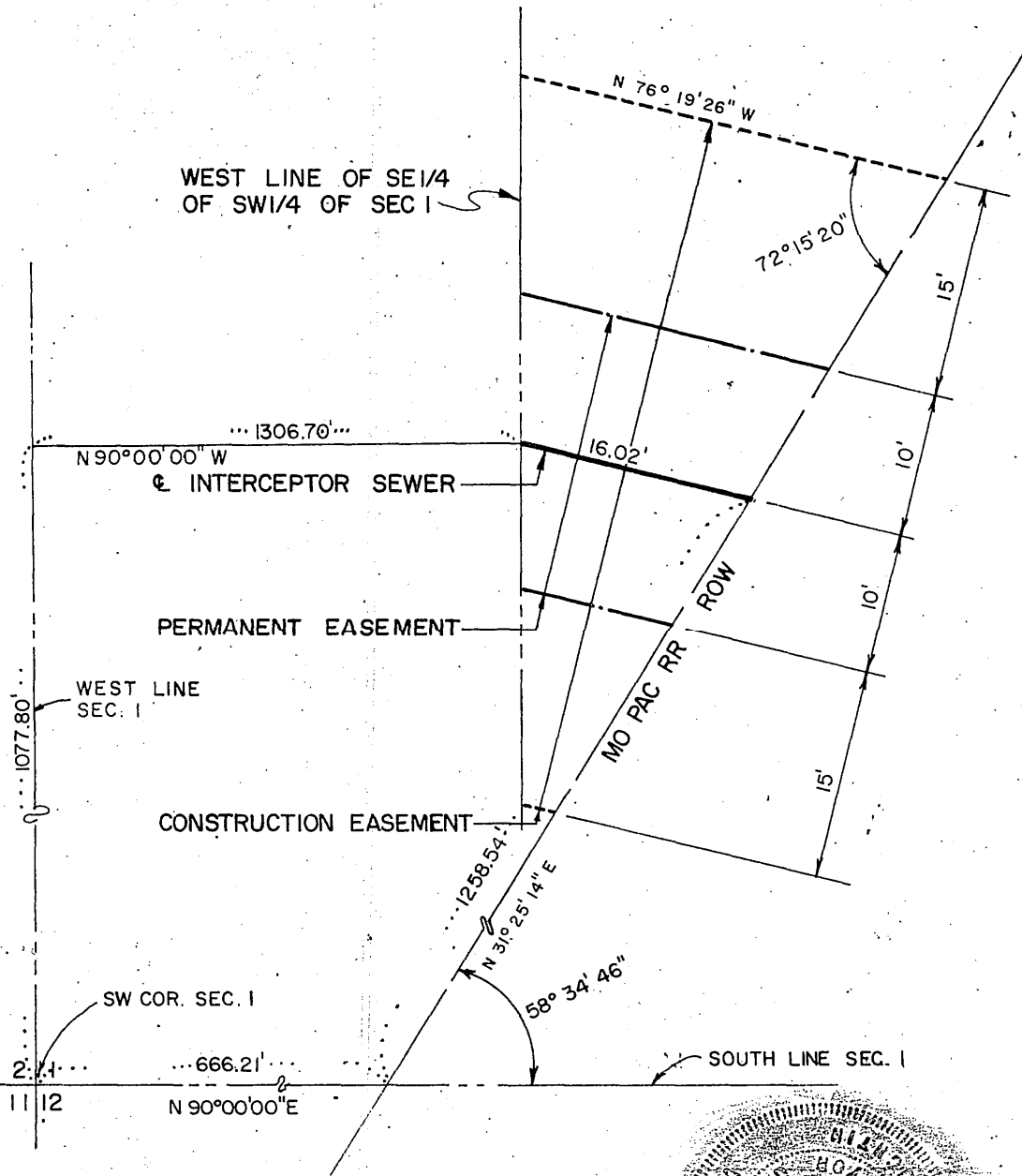


SCALE 1" = 10'

HASTINGS MOTOR TRUCK CO.

SE 1/4 OF SW 1/4, SEC 1,  
T 14 N, R 12 E, 6th P.M.

SEE ATTACHED DESCRIPTION



REGISTERED LAND SURVEYOR  
 THOMAS J. O'CONNOR  
 1959  
 OMAHA, NEBRASKA

LOCATION TRACT NO. 13	DATE 5-59	BY C.B.	JOB 730	HENNINGSON, DURHAM & RICHARDSON INC. OMAHA, NEBRASKA
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