

EASEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of June, 1961, between D. Fay Hosman and Dagmar E. Hosman, Husband and Wife hereinafter called "Grantor(s)" and the City of Omaha in the State of Nebraska, a Municipal Corporation, hereinafter called "City".

WITNESSETH:

WHEREAS, Grantor(s) is or are contemplating the construction of a 8 inch Sanitary Sewer in a permanent easement as shown and more particularly described on Exhibit "A" attached hereto which by reference is made a part hereof; and

WHEREAS, said sewer, in the future, may serve property other than the property of the Grantor(s).

NOW, THEREFORE, in consideration of the permission by the City to Grantor(s) to construct such sewer, the Grantor(s) do hereby grant, convey and confirm to the City, Permanent Easement on, over, under, in and across the real estate described on Exhibit "A" attached hereto and made a part hereof, said easement being described on said Exhibit "A", for the purpose of changing, repairing, inspecting, maintaining and reconstructing said sewer or any part thereof; provided, however, that such easement shall have no force and effect unless and until the property on or in which said sewer is to be constructed shall be annexed as a part of the City and said City shall have a legal obligation to maintain said sewer as a public sewer.

In the event such easement becomes effective, the City agrees to make good or cause to be made good to the owner or owners of the property in which said sewer is to be constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said easement or any part thereof.

This Agreement shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto, for themselves, their successors and assigns, have caused the due execution hereof as of the day and year first above written.

D. Fay Hosman  
D. Fay Hosman  
and Dagmar E. Hosman  
Dagmar E. Hosman

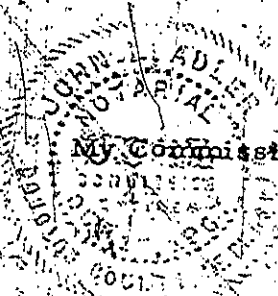
State of Nebraska } S.S.  
County of Douglas

On this 10<sup>th</sup> day of June, 1961, before me, the undersigned, a Notary Public in and for said County, personally came D. Fay Hosman and Dagmar E. Hosman, Husband and Wife to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary, Public

My Commission expires Feb. 11, 1962



SCALE: 1" = 20'

Existing House

Brick Patio

PART OF W1/2 OF SW1/4 OF SW1/4  
SEC. 22-T15N-R12E

Rock 16 1/2"

20'

Future Sewer

Point of Beginning

10' 10'

Proposed Sewer Line

LOT 2

LOT 3

BLOCK 1

RONSON

HEIGHTS ADD.

EXHIBIT "A"

LEGAL DESCRIPTION: A permanent sanitary sewer easement lying wholly within the W1/2 of the SW1/4 of the SW1/4 of Section 22, Township 15 North, Range 12 East of the 6th P. M. Douglas County, Nebraska, and more particularly described as follows:

Beginning at the Southwest corner of Lot 3, Block 1, Ronson Heights, a subdivision in said SW1/4 of the SW1/4 of said Section 22; thence northerly along the west line of said Lot 3 a distance of 10.00 feet to a point; thence westerly, perpendicular to the west line of said Lot 3, a distance of 20.00 feet to a point; thence southerly, along a line parallel to the west line of said Lot 3, a distance of 20.00 feet to a point; thence easterly a distance of 20.00 feet to a point on the west line of Lot 2 of said Block 1 of Ronson Heights; thence northerly along the west line of said Lot 2, a distance of 10.00 feet to the point of beginning.

#14 FILED IN HILMERIC... 9 July 1968 2:48 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 4.50