

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Lloyd R. Hirsch, a single man, of the City of Omaha, Douglas County, Nebraska, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, does hereby grant to the City of Omaha and its successors a perpetual easement over the property hereinafter described for the construction, maintenance and repair at the expense of said City of Omaha and at the discretion of said City of Omaha, of a storm sewer for disposal of surplus surface water. The following are the provisions and conditions of this easement:

1. This easement shall be over the East Seven and One-Half (7½) Feet of each of Lots Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) and the west Seven and One-Half (7½) Feet of each of Lots Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) and the East Seven and One-Half (7½) Feet of Lot Fifteen (15) and the North Ten (10) Feet of the East Ninety (90) Feet and the North Five (5) Feet of the West Sixty-Eight (68) Feet of Lot Fifteen (15) all in Lloyd's Addition to the City of Omaha in the Northwest Quarter of Section Thirty-two (32), Township Fifteen (15), Range Thirteen (13) as surveyed, platted and recorded.

2. Said easement shall be exercised and used by the said City of Omaha by the laying of appropriate storm sewer pipe. Said pipe to be covered by earth at least two (2) feet in depth.

3. This grant further includes the right of ingress and egress for the purposes herein provided for, on the areas covered by this easement, provided that no unnecessary damage shall be done to the premises and so that upon completion of the work the surface of the ground shall be

restored to its former condition or as near thereto as shall be reasonably possible.

4. This Grant further includes the right of ingress and egress and the right to open up the line of the pipe or any part thereof for the purposes of repairing, maintaining or renewing it as occasion may require, doing no unnecessary damage to the premises and restoring the surface thereof whenever and wherever opened up, as soon as may be.

5. In the event that any excavation is made pursuant to this instrument on any area covered by this easement, the party making such excavation, shall, in addition to restoring the surface of the ground as hereinbefore provided, indemnify and save harmless the then owner of the premises on which such excavation shall have been made, against all loss or damage resulting from such excavation, including but not limited to, damage to trees, shrubbery, lawns and flower beds.

6. This easement is subject to the easements provided for in the protective covenants for the property included in said Lloyd's Addition. Said protective covenants were filed for record in the Office of the Register of Deeds in Douglas County, Nebraska on October 27, 1959 and appear of record in Book 347 of the Miscellaneous Records of said County at Page 339.

*Lloyd R. Hirsch*  
Lloyd R. Hirsch

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )  
SS.

On this 9 day of September, 1960, before me the undersigned notary public duly qualified and commissioned for said County and State, personally appeared Lloyd R. Hirsch, a single man, to me known to be the identical person who executed the above and foregoing easement and acknowledged the same to be his voluntary act and deed.

*Paul O. Gosh*  
Notary Public

