

EASEMENT

SOUTH EAST OF US

THIS INDENTURE, made this 22 day of December, 1961,
 between AUGUST E. RUSER, N. DALE RUSER and ROBERT L. RUSER,
 PARTNERS, parties of the first part, and SANITARY AND IMPROVEMENT
 DISTRICT NO. 73 of DOUGLAS COUNTY, NEBRASKA, and THE CITY
 OF OMAHA, NEBRASKA, A Municipal Corporation, parties 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 parties of the second part, the receipt whereof is hereby
 acknowledged, do hereby grant, sell, convey, and confirm unto said
 parties of the second part and their assigns forever, the right to use,
 construct, build, lay and maintain an Outfall, 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:

A one hundred (100) foot temporary construction right of way
 easement and a twenty (20) foot permanent right of way easement located in the Northeast 1/4 of the Southeast 1/4 of Section 10, and in the Southeast 1/4 of the Northeast 1/4 of Section 10, all in Township 14 North, Range 12 East of the 6th
 P. M., Douglas County, Nebraska, the centerline of which is
 described as follows: Commencing at a point 151.3 feet East
 of the West line of the Northeast 1/4 of the Southeast 1/4 of
 said Section 10 and 50 feet North of the Northerly right of way
 line of the C. B. & Q. Railroad; thence Northeasterly along
 a line 50 feet North of and parallel to the Northerly right of
 way line of the C. B. & Q. Railroad to a point on the West
 line of the East 1/2 of the East 1/2 of the Northeast 1/4 of
 said Section 10.

The temporary easement shall expire ninety (90) days after completion of the construction of the hereinbefore described sewer.

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, parties of the second part shall make good to the

owner or owners of such lot or lots as hereinbefore set forth any and all damages 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 parties of the second part hereby agree to hold harmless the first parties from any and all damages arising from the use of the right, easement and right of way herein granted and agree to pay all damages which may arise through second parties' use, occupation, and possession of the rights herein granted.

Said parties of the second part agree 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, their successors, grantees and assigns shall have the right to hook up to or tap in on the heretofore described sewer upon the express condition that whoever shall be the owners of said property described served by said sewer at the time a hook up or tap in is made shall pay to the parties of the second part, their successors, heirs, or assigns a proportionate pro rata share of the construction costs of the heretofore described sewer based upon the cost charged to others using said sewer.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said parties of the second part and their 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 parties of the second part and their assigns against the lawful claims and demands of all persons.

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IN WITNESS WHEREOF, said parties have hereunto set their hands
and sealed the day and year first above written.

IN THE PRESENCE OF:

August E. Ruser
August E. Ruser

Allen Antonson

N. Dale Ruser
N. Dale Ruser

Robert L. Ruser
Robert L. Ruser

FIRST PARTIES

SANITARY AND IMPROVEMENT DIS-
TRICT NO. 73 OF DOUGLAS COUNTY,
NEBRASKA

By *James A. McFarley*
Chairman

Attest:

CITY OF OMAHA, a Municipal Corporation

By

SECOND PARTIES

STATE OF NEBRASKA,

COUNTY OF DOUGLAS,

On this 22 day of December, 1961, before me, the undersigned
a Notary Public in and for said County, personally appeared the above
named AUGUST E. RUSER, N. DALE RUSER and ROBERT L. RUSER,

PARTNERS, 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
done.

WITNESS my hand and seal in Omaha, Douglas County, Nebraska,

the 23rd day of aforesaid.

Paul R. Johnson
NOTARY PUBLIC

STATE OF NEBRASKA)

ss:

COUNTY OF DOUGLAS)

On this 16 day of January 1962, before me, the undersigned

a Notary Public in and for said County, personally came LOUIS A. MC FARLING, Chairman of SANITARY AND IMPROVEMENT DISTRICT NO.

73 OF DOUGLAS COUNTY, NEBRASKA, A Corporation, and DONALD

TURNER, Clerk of said corporation, to me personally known to be the

Chairman and Clerk respectively of said corporation, and the identical

persons whose names are affixed to the foregoing instrument, and ac-

knowledged the execution thereof to be their respective voluntary and

free 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 seal in Omaha, Douglas County, Nebraska,
the day aforesaid.

NOTARY PUBLIC



James E. Wallace