

EASEMENT

THIS INDENTURE, made this 11th day of September, 1968between Dial Construction Company

hereinafter referred to as "Grantor(s)", and the City of Omaha, Nebraska, a Municipal Corporation, hereinafter called "City",

WITNESSETH:

That said Grantor(s) in consideration of the sum of One and No/100-----

----- Dollars (\$ 1.00) and other valuable consideration, to Grantor(s) in hand paid by said City, the receipt whereof is hereby acknowledged does or do hereby grant, sell, convey and confirm unto said City and its assigns forever, a sewer and drainage easement for the right to use, construct, build, lay, maintain, repair and construct sanitary or storm sewer pipe or drainage way for the passage of sewer water and sewage or storm water, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer, or drainage facility, in, through, over and under the parcel of land described as follows, to-wit:

See Exhibit "A" Attached


No buildings, improvements, or structures, shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of the City of Omaha. Any trees, grass, and shrubbery placed on said easement shall be maintained by Grantor(s), his or their heirs, successors and assigns.

Said City shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the City and any of said construction and work.

Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said City and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant and defend this easement to said City and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written.

 DIAL CONSTRUCTION COMPANY

Name of Corporation

Corporate Seal
Witnesses

President, Ewel J. Karnes

Secretary, Donald F. Day

(Acknowledgment on reverse side hereof)

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Notary Public

My Commission Expires _____

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this 11th day of September, 1968, before me, the undersigned, a Notary Public in and for said County, personally came Ewel J. Karnes

President of Dial Construction Company

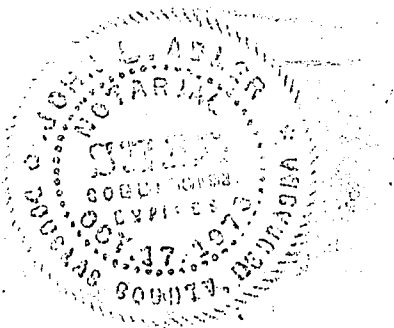
a Nebraska Corporation, and _____

Donald F. Day, 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 foregoing 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.

John L. Adler
Notary Public

My Commission Expires Oct. 17, 1973



TRACT DESCRIPTION:

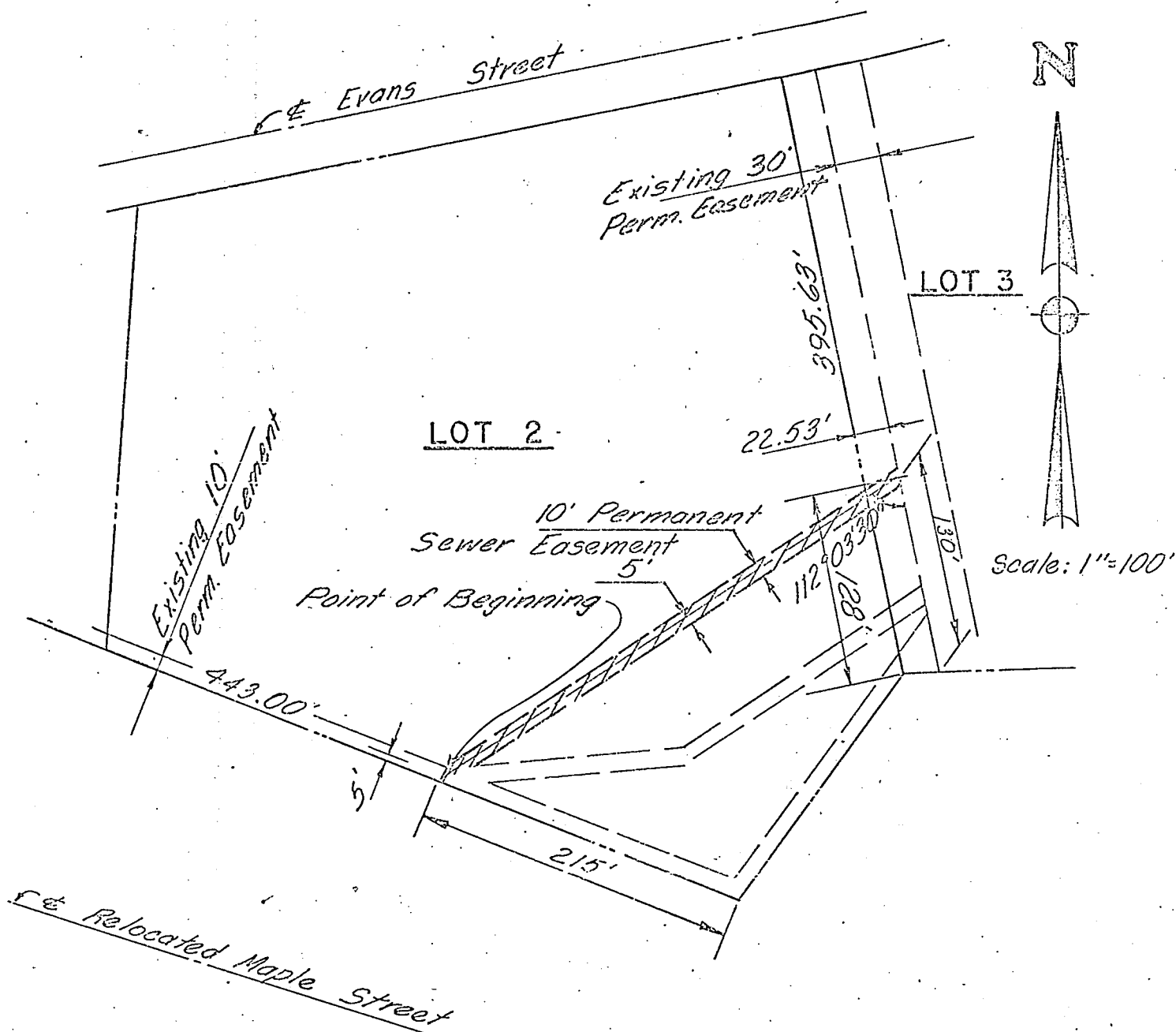
BOOK 476 PAGE 479

Lots 2 and 3 of Lake Forest Estates Replat, a subdivision in Douglas County, Nebraska.

EASEMENT DESCRIPTION:

A 10 foot wide permanent easement 5 foot on each side of the following described centerline:

Beginning at a point 215 feet northwesterly and 5 feet northeasterly (measured along and perpendicular to the southerly line of said Lot 2) from the southerly corner of said Lot 2, to a point 128 feet northerly and 22.53 feet easterly of the southwest corner of said Lot 3.



LEGEND

PERMANENT EASEMENT

Scale: 1" = 100'

EXHIBIT "A"

TRACT NO. 1

15 May

RECEIVED
MAY 21 AM 10 21
C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
Douglas County }
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 476 of Misc.
Page 477

C. Harold Ostler

Register of Deeds

By Deputy

MAIL Kirkham Michael Assoc.
7300 Woodworth Ave.

N G.P.N.-P.G.
Compared Fee 675

= 78-132
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