THIS EASEMENT AGREEMENT made this 10 day of February, 1964, between Tony Tomasello and Carmela Tomasello, husband and wife (GRANTORS) and the CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA (GRANTEE).

## WITNESSETH:

For valuable consideration, receipt of which is acknowledged, the grantor does hereby give and grant unto the Grantee the following permanent and temporary sanitary sewer easements over, under, and upon the following-described real estate owned by the Grantor:

A 10-foot wide permanent access and sanitary sewer easement and a 30-foot temporary construction easement in Lots 4 and 5, Block 13, Lawn Field, a subdivision in the SW 1/4 of the NW 1/4 of Section 36, T 15 N, R 12 E, of the 6th P.M., in Douglas County, Nebraska, the centerline of which is described as follows:

Beginning at a point on the East property line of said Lot 5, 41.06 feet North of the South-East corner of said Lot 5; thence Northwesterly a distance of 92.60 feet to a point in said Lot 4, being 123.44 feet North of the South property line of said Lot 5 and 42.28 feet West of the East property line of said Lot 4.

The permanent easement shall be perpetual in duration, commencing as of the date hereof. The temporary construction easement shall commence on the date hereof and shall continue during the period of construction of the sanitary sewer by the Grantors and their contractor; but in all events, the temporary construction easement shall terminate no later than one (1) year after date hereof.

The purpose and scope of the easement shall be to construct, repair, replace, maintain, use and operate a sanitary sewer main or mains, together with necessary manholes and other appurtenances. At time of completion of construction or any repair or maintenance work, the Contractor will replace and tamp the soil so as to substantially restore the soil to its original condition.

EXECUTED the day and year first above written.

Tony Tomasello

Carmela Jamasello

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

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On the day and year first above written, before me, the undersigned, a Notary Public, duly commissioned and qualified for in the windersigned, a Notary Public, duly commissioned and qualified for in the work of the second to be the identical persons whose names are affixed to the foregoing Easement, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS by hand and notarial seal the day and year first above written.

Notary Public

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