

EASEMENT

THIS INSTRUMENT made this slight day of February 1961 between John C. & Clara M. Hampton (Husband and wife) 4012 N. 60th Street, Omaha, Neb. parties of the first part, and The City of Omaha, Nebraska, a Municipal Corporation, party of the second part, WHEREAS,

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 party of second part, the receipt whereof is hereby acknowledged, both hereby grant, sell, convey, and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a eight inch sanitary or storm sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows to-wit:

A strip of land 15 wide for the construction and maintenance of an 8" sanitary sewer line the center line of which shall be 287' North of and parallel to the south property line of Lot 4, Keystone Gardens.

Move manhole to Lot line

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, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to bases, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter.

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

IN WITNESS WHEREOF said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of
Mildred E. Spikes
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 14th day of Feb, A.D. 1961, before me, the undersigned a Notary Public in and for said County personally appeared the above named John C. Hampton & Clara M. Hampton 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 deed.

NOTARY PUBLIC
STATE OF NEBRASKA
COUNTY OF DOUGLAS
My Commission Expires Jan 26 - 1966
Witness my Hand at Omaha, Nebraska the day aforesaid.
Mildred E. Spikes
NOTARY PUBLIC

1951 FEB 10 10:15 AM

EASEMENT

THIS INSTRUMENT, made this sixth day of February 1951 between Deibert L. & Helyn Smith (husband and wife) and Royt Christ, Omaha Nebraska parties of the first part, and The City of Omaha, Nebraska, a Municipal Corporation, party 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 considerations, by them in hand paid by said party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a Sanitary or Storm Sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows to wit:

A strip of land, 15' wide for the entire length of the same, and an auxiliary sewer line the center line of which is 30' from the North of and parallel to the South property line of Lot 3, Block 1, North 10th Street, Omaha, Nebraska.

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 divided or improved, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage that may be done by said changes, alterations or 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 party of the second part agrees to pay all costs of construction of said storm or sanitary sewer, and first in the trench with mechanically compacted material and saw grass seed over said trench and generally leave the premises in a neat and orderly condition.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said party of the second part and its 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 the same in the manner and form aforesaid, and that they will, and their heirs, executors and administrators, shall warrant and defend this easement to said party of the second part and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF said parties of the first part have hereto set their hands and seals the day and year first above written.

In the presence of Richard L. Smith

Deibert L. Smith
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On this 10th day of February 1951, before me, the undersigned, Notary Public in and for said County, personally appeared the above named Deibert L. Smith

who personally known to me to be the identical persons whose names are affixed hereto, have easement as parties thereto, and they severally acknowledged the same to be their voluntary act and deed.

Witness my Hand at Omaha, Nebraska, the day aforesaid.



NOTARY PUBLIC

RE COMMISSION EXPIRES Feb 10 1952

17

Affekt. 10/12/21
Key Stone Gardens
Red Oak

BOOK 363 PAGE 336

EASEMENT

THIS INSTRUMENT, made this sixth day of February 1961 between Rex and Beulah Rogers (husband and wife) 2003 Boyd Street, Omaha, Nebraska parties of the first part, and the City of Omaha, Nebraska, a Municipal Corporation, party 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 party of second part, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said party of the second part and their assigns forever, the right to use, construct, build, lay and maintain a 8" (eight inch) sanitary or storm sewer pipe for the passage of sewer water and soil in, through and under the parcel of land described as follows, to-wit:

A strip of land 10' wide for the construction and maintenance of an 8" sanitary sewer line the center line of which shall be 60' North of and parallel to the south property line of lot 2, Keystone Gardens.

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, the City shall make good to the owner or owners of such lot or lots as hereinbefore set forth any and all damage 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 party of the second part agrees 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 for themselves and their heirs, executors and administrators do confirm with the said party of the second part and its 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 party of the second part and its assigns against the lawful claims and demands of all persons.

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

In the presence of

STATE OF NEBRASKA
COUNTY OF DOUGLAS

Beulah Rogers
Rex Rogers

On this 11 day of Feb before me, the undersigned, a Notary Public in and for said County, personally appeared the above named Rex Rogers & Beulah Rogers 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 deed.

WITNESS my Hand at Omaha, Nebraska the day aforesaid.

W. K. [Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-15-1961

