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Rev. 4/15/66

PROJECT NO. 3111

TRACT NO. 9

EASEMENT

THIS INDENTURE, made this 4 day of November 1967.

between Wilma C. Moore

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 Dollars (\$1⁰⁰) and other valu-

able 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:

A tract of land in Lot 10, Block 12, Leawood Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the most easterly corner of said Lot 10, Block 12, Leawood Addition; thence northwesterly along the northeasterly line of said Lot 10, Block 12 a distance of 20 feet; thence southwesterly 99.5 feet to a point on the southwesterly line of said Lot 10, Block 12; thence southeasterly along the southwesterly line of said Lot 10, Block 12, 55 feet to the most southerly corner of said Lot 10, Block 12; thence northeasterly along the southeasterly line of said Lot 10, Block 12 a distance of 95.15 feet to the point of beginning.

Area - 3,566 square feet.

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 ~~sod~~ ^{seed} to be ~~sown~~ ^{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.

Wilma C. Moore

Name of Corporation

Corporate Seal:

BY _____ President

ATTEST _____ Secretary

(Acknowledgment on reverse side hereof)

