

Rev. 4/15/66

PROJECT NO. PSI.2780

TRACT NO. 2

EASEMENT

THIS INDENTURE, made this 5th day of May, 1966.

between BLONDO PLAZA, INC.

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 _____

Dollars (\$ _____) 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 Permanent Sewer and Drainage Easement across Lot 2, Block 18, Maenner Westbrook, more particularly described as follows:

Beginning at the Southwest Corner of Lot 2, thence East on the South Line of Lot 2, 30 Feet; thence Northeasterly to a point 10 Feet West of the Northeast Corner of Lot 2; thence West on the North Line of Lot 2, 30 Feet, said point being 40 Feet from the Northeast Corner of Lot 2; thence Southwesterly to the point of beginning, the Southwest Corner of Lot 2, Block 18, Maenner Westbrook, a sub-division of the Northwest 1/4, Section 14, T. 15 N., R. 12 East, of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska.

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.

BLONDO PLAZA, INC.

Name of Corporation

Corporate Seal:

BY

John P. Maenner
J. Durham

President

Secretary

ATTEST

(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 5th day of May, 1966, before me, the undersigned, a Notary Public in and for said County, personally came John R. Maenner

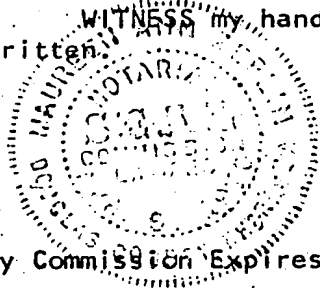
President of BLONDO PLAZA, INC.

_____ a _____ Corporation, and J. D. Durham

_____, 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.



Maurien Ann Zeplin
Notary Public

My Commission Expires 4/9/70

E A S E M E N T

THIS INDENTURE, made this 5th day of May, 19 66.

between T. H. MAENNER CO.

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 _____

_____ Dollars (\$ _____) 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:

Permanent Easement:

A 25 Foot Permanent Sewer and Drainage Easement across Lot 1, Block 18, Maenner Westbrook, more particularly described as follows:
The North 25 Feet of the South 60 Feet of Lot 1, and the East 40 Feet of the West 110 Feet of the South 35 Feet of Lot 1, Block 18, Maenner Westbrook, a sub-division of the Northwest 1/4 Section 14, T. 15 N., R. 12 East of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska.

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.

T. H. MAENNER CO.
Name of Corporation

Corporate Seal:

BY John Busenberger President
ATTEST J. Durham Secretary

(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) af-
fixed to the above instrument and acknowledged the instrument to be his, her, (their) volun-
tary 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 5th day of May, 1966, before me, the undersigned, a
Notary Public in and for said County, personally came John R. Maenner

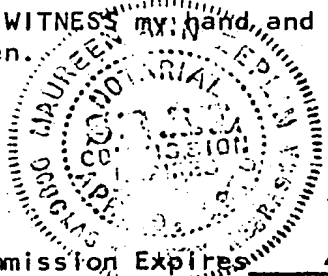
President of T. H. MAENNER CO.

a Nebraska Corporation, and J. D. Durham

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.



Maureen Ann Zeplin
Notary Public

My Commission Expires 4/9/70

#3
M
A

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

RECEIVED
1966 NOV 17 AM 10 59

THE STATE OF NEBRASKA
County of Douglas
Book and filed
for Record in the office of the Register of
Deeds of Douglas County Nebraska in
Book 443 of Misc.
Page 623

Clayton J. ...
Register of Deeds

City of Omaha
City of City, Clerk

65-557 G.P.N.F.S. 25
325
Compared Fee

65
469