

Nov. July, 1962

EASEMENT

THIS INSTRUMENT, made this 04 day of February 19 63 between Frank J. Wear and Marjorie Wear, husband and wife, and Robert E. Wear and Frances R. Wear, husband and wife parties of the first part, and the City of Omaha, Nebraska, a Municipal Corporation, hereinafter called City, 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 City, the receipt whereof is hereby acknowledged, doth hereby grant, sell, convey and confirm unto said City and its assigns forever, the right to use, construct, build, lay, maintain, repair and reconstruct a sanitary or storm sewer pipe or both for the passage of sewer water and sewage in, through, over and under the parcel of land described as follows, to-wit:

A 20ft strip of land in Block 16, Wear's West Pacific Addition, as surveyed, platted and recorded in Douglas County, Nebraska, having a centerline more particularly described as follows: Beginning at a point on the West line of said Block 16, said point being 10.22 feet Northerly of the Southwest corner of said Block 16; thence along a line parallel to and 10 feet equidistant from the South line of said Block 16, a distance of 463.46 feet; thence along a curve to the left, having a radius of 150.00 feet, a distance of 182.88 feet; thence in a Northerly direction along a line 10 feet West of and parallel to the East line of said Block 16, a distance of 134 feet to a point on the North line of said Block 16; said point being 10 feet Westerly of the Northeast corner of said Block 16, in Wear's West Pacific Addition.

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 any sewer needs to be reconstructed after the lots are filled or improved, the City shall make good or cause to be made good to the owner or owners of the above property any 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, caused by work and construction done by the City.

Said City shall cause any trench made on foresaid 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 in any of said construction and work.

Said parties of the first part for themselves and their heirs, executors and administrators do confirm with the said City and its assigns, that they, the parties of the first part, are well seized in fee of the above described property 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 City and its assigns against the lawful claims and demands of all persons.

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

Corporate Seal:

Name of Corporation
By
Attest
Secretary

Frank J. Wear
Marjorie Wear
Robert E. Wear
Frances R. Wear

(Acknowledgment on backside hereof)

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 10<sup>th</sup> day of February, 1963, before me a Notary Public in and for said County, personally came the above named Frank J. Wear and Marjorie Wear, husband and wife, and Robert E. Wear and Frances R. Wear, husband and wife 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 (their) voluntary act and deed for the purpose therein stated.



WITNESS my hand and Notarial Seal the date aforesaid.

Robert E. Wear  
Notary Public

My Commission expires Feb. 1, 1967

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a notary public in and for said County, personally came \_\_\_\_\_ President of \_\_\_\_\_

a Corporation, and \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

16  
Mead

RECEIVED

1963 MAR 7 PM 1 43

REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

Placed in Book 394 Page 20  
of said County and filed for  
rec. 3 9 63  
19

James J. ...  
Register of Deeds

Deposited  
1000  
71-551  
300