

NE 1/4 NW 1/4 NE 1/4

PERMANENT EASEMENT

THIS INDENTURE, made this 30 day of July, 1965, between RALPH MEINERSHAGEN and ALNA MEINERSHAGEN, husband and wife, sometimes hereinafter referred to as "Owners", and SANITARY AND IMPROVEMENT DISTRICT NO. 142 of DOUGLAS COUNTY, NEBRASKA, sometimes hereinafter referred to as "District."

W I T N E S S E T H:

That said Owners, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by District, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and confirm unto said District and its assigns, perpetually and forever, the right to use, construct, build, lay and maintain a sanitary sewer line for the passage of sewer water and soil in, through, over and under a parcel of land ten (10) feet in width, the center line of which is described as follows, to-wit:

Commencing at a point 2335.72 feet West and 1252.23 feet North of the Southeast corner of the NE 1/4 of Section 19, T 16 N, R 13 E of the 6th P. M., Douglas County, Nebraska; thence running Southeasterly, a distance of 300.0 feet; thence running on a deflection angle to the right of 1° 41' 40", a distance of 346.09 feet; thence running on a deflection angle to the left of 10° 48' 10", a distance of 584.61 feet; thence running on a deflection angle to the left of 12° 59' 20" a distance of 394.25 feet; thence running on a deflection angle to the left of 7° 59' 20", a distance of 612.15 feet; thence running on a deflection angle to the left of 0° 28' 20", a distance of 591.20 feet; thence running on a deflection angle to the left of 7° 34' 40", a distance of 85.09 feet; thence running on a deflection angle to the right of 8° 44' 20", a distance of 315.00 feet to a point on the West R. O. W. line of Mormon Bridge Road, said point being 150.0 feet North and 610.51 feet East of the Southeast corner of the NE 1/4 of said Section 19.

Said easement is granted upon the express 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, the District shall make good to the Owners of such land, and any lot or lots unto which the same may be platted henceforth any and all

damage that may be done by said changes, alterations, repairs or re-construction, in the way of damage to trees, grounds, buildings or other improvements thereon, including crops, vines, gardens and lawns, during construction and thereafter.

Said District agrees to pay all costs of construction of said 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.

The exact location of the sanitary sewer line within the permanent easement conveyed herein shall be fixed by the engineer for the District.

Said Owners for themselves and their successors in title to confirm with the said District and its assigns, that they, the said Owners, are well seized in fee of the premises aforesaid and that they have the right to grant and convey this permanent easement in the manner and form aforesaid, and that they will, and their assigns and successors in title shall warrant and defend this easement to said District and its assigns and successors against the lawful claims and demands of all persons.

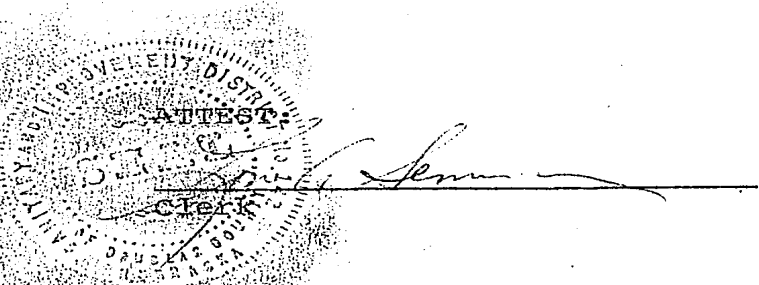
IN WITNESS WHEREOF, the parties hereto have executed in sextuplicate or have caused this Easement to be executed by their duly authorized officers on the day and year first above written.

Ralph Meinershagen
Ralph Meinershagen

Alna Meinershagen
Alna Meinershagen

SANITARY AND IMPROVEMENT DISTRICT NO.
142 OF DOUGLAS COUNTY, NEBRASKA,

BY Joseph S. Groen
Chairman

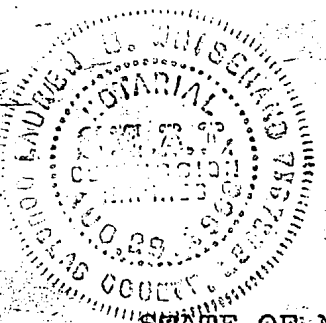


STATE OF NEBRASKA)
:SS
COUNTY OF DOUGLAS)

On this 30 day of July, 1965, 1965, before me, the undersigned, a Notary Public in and for said county, personally came RALPH MEINERSHAGEN and ALNA MEINERSHAGEN, husband and wife, known to me to be the identical person/persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be respective voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Lauren M. Wickstrand
Notary Public

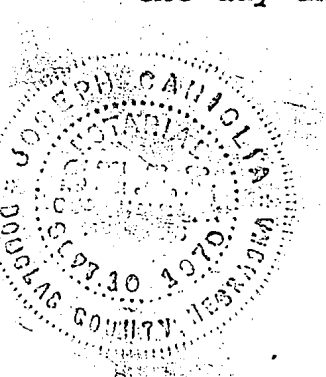


STATE OF NEBRASKA)
:SS
COUNTY OF DOUGLAS)

On this 30 day of July, 1965, before me, the undersigned, a Notary Public in and for said County, personally came JOSEPH S. GRABOW, Chairman of Sanitary and Improvement District No. 142 of Douglas County, Nebraska, and LOUIS A. SEMINARA, Clerk of said District, to me personally known to be the Chairman and Clerk respectively of said District, and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said District, and the Seal of said District to be affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Joseph S. Grabow
Notary Public



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misc
D.

RECEIVED

1965 AUG 27 PM 1 02

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

THE STATE OF NEBRASKA } ss.
Douglas County }

Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 428 of misc
Page 687

Thomas J. O'Connor
Register of Deeds
Douglas County, Nebraska

BY _____ Deputy

MAIL ROOM
616 Mrs. B. B. B.

N _____
G.P.N.-P. 50
Compared 19-16-13 Fee 6

19-16-13