

EASEMENT

THIS INDENTURE, made this 12th day of April, 1962, between Omaha Home for Boys, a corporation, of Douglas County, Nebraska, hereinafter referred to as "grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, of Douglas County, Nebraska, hereinafter referred to as "grantee", witnesseth:

That grantor, in consideration of the sum of TWO HUNDRED AND NO/100-----Dollars (\$200.00), receipt of which is hereby acknowledged, does hereby grant to the grantee, Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay, and remove, at any time, a two-inch gas distribution main on, over, through, under and across, and at all times to enter upon, a strip of land fifteen feet (15') in width owned by grantor, described as follows:

Beginning at the southwest corner of Lot Sixteen (16), of Block Four (4), of Northfield Addition, lying in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Six (6), Township Fifteen (15) North, Range Thirteen (13) East of the 6th P.M., in Douglas County, Nebraska, at a point on the north property line of Sprague Street; thence northerly along the west boundary of Block Four (4), of Northfield Addition, a distance of 280.5 feet to the centerline of Sahler Street; thence westerly at right angles to said line a distance of 15 feet; thence southerly along a line parallel to and 15 feet west of the west boundary of Block Four (4), of Northfield Addition, a distance of 280.5 feet to the north property line of Sprague Street; thence easterly along the north property line of Sprague Street a distance of 15 feet to the point of beginning, as shown on the plat which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement and right-of-way unto the said grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

The grantor and grantee do covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantee agrees to restore the surface of the soil on said strip of land following the installation of its gas main therein, as soon as may reasonably be possible so to do, to the original contour thereof, as near as may be, and to pay grantor, its successor or assigns, within a reasonable time after the construction or maintenance of said gas main, all actual damages to crops, fences, and timber, if any, which may be caused by the construction or maintenance of said gas main.

2. Grantor, its successors or assigns, agree that it will at no time erect, construct, use, or place on or below the surface of said 15-foot strip of land any building, structure, or pipeline, except pavement, and that it will not permit anyone else to do so.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

OMAHA HOME FOR BOYS,  
Grantor

By John A. Rickerson  
President.

METROPOLITAN UTILITIES DISTRICT  
OF OMAHA, Grantee

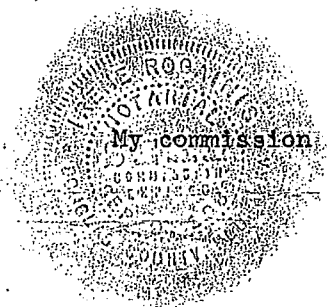
By R. N. Fuster  
General Manager

STATE OF NEBRASKA )  
                          ) ss  
COUNTY OF DOUGLAS )

Before me, a notary public qualified for said county, personally came John A. Rickerson, President of Omaha Home for Boys, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on April 12<sup>th</sup>, 1962.

Gene Rogan  
Notary Public



My commission expires Sept. 9, 1966.

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RECEIVED

MAY 3 AM 9 25

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

THE STATE OF NEBRASKA  
People's copy  
Entered in book 379 and 504  
No return in the office of the Register of  
Deeds of said county and located as

379 of misc  
721

*Thomas J. O'Connor*  
*Metropolitan Atlanta*  
*Metropolitan Atlanta*  
= 6-15-13

6-15-13