

E A S E M E N T

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 1965, between OMAHA HOME FOR BOYS, a corporation, (hereinafter sometimes referred to as "Owner"), and SANITARY AND IMPROVEMENT DISTRICT NO. 142 OF DOUGLAS COUNTY, NEBRASKA, (hereinafter sometimes referred to as "District").

## WITNESSETH:

That said Owner, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid by District, the receipt whereof 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 to (10) feet in width, the center line of which is described as follows, to-wit:

Commencing at a point on the South line of the SE 1/4 of Section 19, T 16 N, R 13 East of the 6th P.M., Douglas County, Nebraska, said point lying 201.92 feet West of the Southeast corner of the SW 1/4 of the SE 1/4 of the SE 1/4 of said Section 19; thence Northeasterly, making an angle of 82° 02' 25" with said South line of Section 19, for a distance of 341.84 feet; thence Northeasterly on an angle to the right of 18° 01' 30", a distance of 306.00 feet; thence Northeasterly on an angle to the right of 17° 00' 05", a distance of 24.67 feet to a point on the East line of said SW 1/4 of the SE 1/4 of the SE 1/4 of Section 19, said point lying 633.35 feet North of the Southeast corner of the SW 1/4 of the SE 1/4 of the SE 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 Owner or 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 reconstruction, 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 Owner for itself and its successors in title do confirm with the said District and its assigns, that it, the said Owner, is well seized in fee of the premises aforesaid and that it has the right to grant and convey this permanent easement in the manner and form aforesaid, and that it will, and its 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 or have caused this Easement to be executed by their duly authorized officers on the day and year first above written.

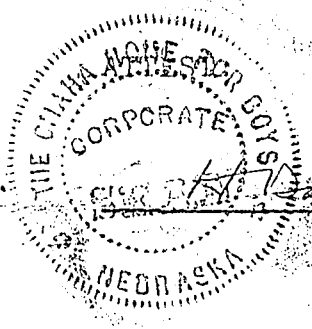
OMAHA HOME FOR BOYS, a corporation

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

By William B. DeBater President

Joseph S. Grabow Chairman

ATTEST:



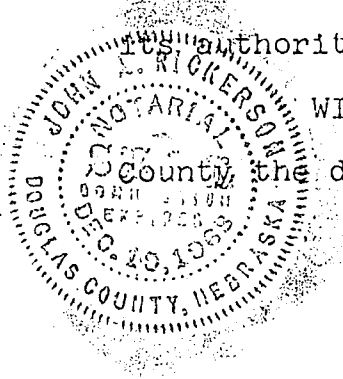
David Newby Secretary

J. G. [Signature] Clerk

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this 3rd day of June, 1965, before me the undersigned, a Notary Public in and for said County, personally came WILLIAM B WEBSTER Vice President of the Omaha Home for Boys, a corporation, to me personally known to be the President and the identical person whose name is affixed to the above 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 the Corporate seal of the said corporation was thereto affixed by its authority.

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

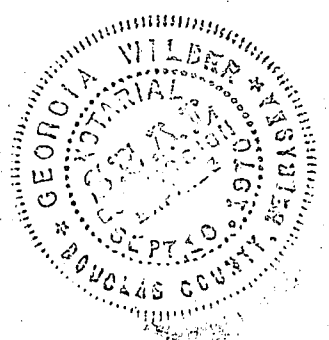


John A. Rickerson  
Notary Public

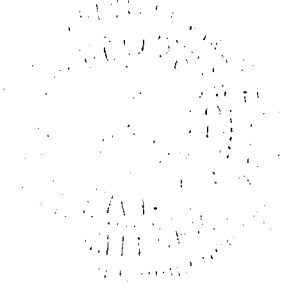
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

On this    day of June, 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 respective voluntary act and deed as such officers and the voluntary act and deed of said District, and the Seal of said District 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.



Georgia Wilber  
Notary Public



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RECEIVED  
*[Signature]*

1965 JUN 17 PM 3 14

*[Signature]*  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

... of said county and recorded in  
book 426 of *Maple*  
page 448

*[Signature]*

*Thomas J. O'Connor*  
612 *Maple* Road,  
19-16-13  
650

19-16-13