

INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of the following described premises, to-wit:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, T 14 N, R 13 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at a point located N 03° 44' 26" E, 490.69 feet and East 468.71 feet of the South-west corner of said SE $\frac{1}{4}$; thence N 03° 36' E, 549.00 feet to a point located 15 feet South of the South R.O.W. line of the C&NW Railway; thence S 87° 20' 43" W and parallel with said South R.O.W. line 223.85 feet to a point of curve; thence on a curve to the right, the radius of said curve being 1547.69 feet, continuing parallel with said South R.O.W. line, an arc distance of 210.03 feet; thence Northerly on a radius line 15 feet to the said South R.O.W. line of the C&NW Railway; thence on a curve to the left, the radius of said curve being 132.69 feet, an arc distance of 207.99 feet to a point of tangency; thence continuing along the South R.O.W. line of the C&NW Railway N 87° 20' 43" E, 238.9 feet; thence S 03° 36' W, 15.09 feet; thence S 89° 20' 43" W, 4.97 feet; thence S 03° 36' E, 549.96 feet; thence West 15.02 feet to the point of beginning. (The South line of said SE $\frac{1}{4}$ considered East-West in direction.)

and propose to grant unto the City of Omaha an easement therein for the purpose of sewer construction and maintenance; and

WHEREAS, the undersigned, in granting said easement, desire to retain the right to construct improvements in, upon, over or across said easement; and

WHEREAS, the City of Omaha has requested this indemnification agreement from the undersigned in connection with such construction;

NOW, THEREFORE, in consideration of the retention by the undersigned, and their successors in title to the above-described premises, of the right to construct improvements in, upon, over or across the above-described easement, the undersigned, for themselves and their successors in title to the above-described

premises, do hereby agree to indemnify the City of Omaha for any costs or expenses incurred or sustained by the City of Omaha by reason of any damage or injury caused to any sewer constructed within the above-described easement resulting from the construction of any improvements in, upon, over or across the above-described easement.

IN WITNESS WHEREOF, the undersigned have executed this Indemnification Agreement this 22nd day of April, 1968.

Pennie Z. Davis
Pennie Z. Davis

Florence C. Davis
Florence C. Davis

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 22nd day of April, 1968, before me a Notary Public in and for said County, personally came the above-named PENNIE Z. DAVIS and FLORENCE C. DAVIS, husband and wife, who are personally known to me to be the identical persons whose names are affixed to the foregoing Indemnification Agreement and acknowledged the execution thereof to be their voluntary act and deed for the purposes stated therein.

Witness my hand and Notarial Seal the day and year last above written.

Donald J. Hobbs
Notary Public

My commission expires:

APR 27 1970



THOMAS & SAMPSON
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1968 APR 23 AM 11 45

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Prosser

THE STATE OF NEBRASKA
DOUGLAS COUNTY
Entered for record in Book
of said County on
Date of recording
Book
Page
107

Prosser

By Prosser
Agent, Prosser & Co.
4610 Dodge
6-14-68

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