

I N D E N T U R E

This indenture entered into this 24 day of August, 1948, by, between, and among JOHN W. CAMPBELL and LOLA PHELPS CAMPBELL, husband and wife, hereinafter called first parties; RALPH L. HENDERSON and ELIZABETH N. HENDERSON, husband and wife, hereinafter called second parties; STEVE J. JUVA and WILMA A. JUVA, husband and wife, hereinafter called third parties; GEORGE F. FERRY and OPAL B. FERRY, husband and wife, hereinafter called fourth parties; JOHN W. CAMPBELL, JR., and KATHERINE S. CAMPBELL, husband and wife, hereinafter called fifth parties; VERNON HERMAN LAAKER and RUTH JAYNE LAAKER, husband and wife, hereinafter called sixth parties; and JOSEPH A. GIBEAU and MARY JANE GIBEAU, husband and wife, hereinafter called seventh parties.

WHEREAS, the fee simple title to certain real estate, hereinafter described, is held by the parties hereto as follows, all of said property being situated in Campbellvale, an Addition in Douglas County, Nebraska, being a subdivision of a part of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of Section Twenty-Three (23), Township Fifteen (15), North of Range Twelve (12), East of the Sixth P.M., as surveyed, platted and recorded:

First parties own Lot 9
 Second parties own Lot 8
 Third parties own Lot 7
 Fourth parties own Lot 6
 First parties and fifth parties own Lot 5
 Sixth parties own Lot 4
 Seventh parties own Lot 3
 First parties and fifth parties own Lot 2
 Fifth parties own Lot 1

and

WHEREAS, first parties, by virtue of a certain easement recorded in Book 127, Miscellaneous, Page 671, of the records of the Register of Deeds of Douglas County, Nebraska, have made connection with the public sewer main described in said easement and have laid a sewer beneath their land from said connection to said Lot 9, and

WHEREAS, all parties hereto are desirous of laying an uninterrupted and continuous sewer from said Lot 1 under and across said Lots 2,3,4,5,6,7,8, and 9 and of making connections with said sewer on said Lot 9 and of securing the perpetual right to use said sewer for the passage of sewage, sewage water, sewerage, nightsoil and drainage under and across all of the aforesaid lots, and

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WHEREAS, all parties hereto are desirous of entering into an agreement for the construction of said sewer across said lots, which agreement shall be binding upon them and upon their heirs, successors, and assigns forever, and upon all of the real estate hereinbefore described forever,

THEREFORE, the parties hereto state and agree that the creation of this easement is in fulfillment of a beneficial plan whereby all will be benefited only by the complete performance of this contract by all the parties hereto; each of the several parties to the contract recognizes and affirms that the obligations imposed are interdependent and that full and complete performance of their part of this contract is imperative for the realization and enjoyment of any rights hereunder by any of the other parties, and agrees that a failure to so perform will result in detriment and damage to the others; that this contract is entered into by each of the parties hereto upon the assurance and faith that all will duly perform each and every obligation, covenant and promise made herein. Therefore, each of the parties hereto agrees with each of the other parties hereto,

1. First parties agree to construct from the sewer now located on said Lot 9 a sewer with an eight-inch inside diameter running under and across said Lot 9 to the east boundary line of said Lot 9.

2. First parties hereby sell, grant, bargain, convey and confirm to second parties, their heirs, successors and assigns forever, the free right of connection with said sewer of first parties at the east boundary line of said Lot 9 and the free right of using said sewer for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 8 of second parties adjoining said Lot 9 of first parties, to have and to hold said rights: And for this purpose second parties shall make and forever hereafter maintain such connection with the said sewer of first parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of first parties in making such connection, repairs and maintenance.

3. First parties hereby sell, grant, bargain, convey and confirm to third parties, fourth parties, fifth parties, sixth parties, seventh parties, their heirs, successors and assigns forever, the free right of using said sewer of first parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lots 1, 2, 3, 4, 5, 6, and 7, to have and to hold said rights.

4. Second parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 8 across and under the surface of said Lot 8 and to make connection with the said sewer on the east boundary line of said Lot 9.

5. Second parties hereby sell, bargain, grant, convey and confirm to third parties, their heirs, successors, and assigns forever, the free right of connection with said sewer of second parties, said connection to be made at the east boundary line of said Lot 8, and the free right of using said sewer of second parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 7 of third parties, to have and to hold said rights: And for this purpose third parties shall make and forever hereafter maintain such connection with the said sewer of second parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the

land of second parties in making such connection, repairs, and maintenance.

6. Second parties hereby sell, grant, bargain, convey and confirm to first parties, fourth parties, fifth parties, sixth parties, seventh parties, their heirs, successors and assigns forever, the free right of using the said sewer of second parties for the passage of sewage and sewage water from said Lots 1,2,3,4,5, and 6, to have and to hold said right.

7. Third parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 7, across and under the surface of said Lot 7 and to make connection with the said sewer on the east boundary line of said Lot 8.

8. Third parties hereby sell, grant, bargain, convey, and confirm to fourth parties their heirs, successors, and assigns forever, the free right of connection with said sewer of third parties, said connection to be made at the east boundary line of said Lot 7, and the free right of using said sewer of third parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 6 of fourth parties, to have and to hold said rights: and for this purpose fourth parties shall make and forever hereafter maintain such connection with the said sewer of third parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of third parties in making such connection, repairs and maintenance.

9. Third parties hereby sell, grant, bargain, convey and confirm to first parties, fifth parties, sixth parties, seventh parties, their heirs, successors and assigns forever, the free right of using the said sewer of third parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lots 1,2,3,4 and 5, to have and to hold said right.

10. Fourth parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 6 across and under the surface of said Lot 6 and to make connection with the said sewer on the east boundary line of said Lot 7.

11. Fourth parties hereby sell, grant, bargain, convey and confirm to first parties and fifth parties their heirs, successors, and assigns forever, the free right of connection with said sewer of fourth parties, said connection to be made at the east boundary line of said Lot 6, and the free right of using said sewer of fourth parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 5 of first parties and fifth parties, to have and to hold said rights: and for this purpose first parties and fifth parties shall make and forever hereafter maintain such connection with the said sewer of fourth parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of fourth parties in making such connection, repairs, and maintenance.

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12. Fourth parties hereby sell, grant, bargain, convey and confirm to first parties, fifth parties, sixth parties, seventh parties, their heirs, successors and assigns forever, the free right of using the said sewer of fourth parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lots 1, 2, 3, and 4, to have and to hold said right.

13. First parties and fifth parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 5 across and under the surface of said Lot 5 and to make connection with the said sewer on the east boundary line of said Lot 6.

14. First parties and fifth parties hereby sell, grant, bargain, convey and confirm to sixth parties their heirs, successors, and assigns forever, the free right of connection with said sewer of first parties and fifth parties, said connection to be made at the east boundary line of said Lot 5, and the free right of using said sewer of first parties and fifth parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 4 of sixth parties, to have and to hold said rights; and for this purpose sixth parties shall make and forever hereafter maintain such connection with the said sewer of first parties and fifth parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of first parties and fifth parties in making such connection, repairs, and maintenance.

15. First parties and fifth parties hereby sell, grant, bargain, convey and confirm to seventh parties, their heirs, successors and assigns forever, and first parties hereby sell, grant, bargain, convey and confirm to fifth parties, their heirs, successors, and assigns forever, the free right of using the said sewer of first parties and fifth parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lots 1 and 3, to have and to hold said right. First and fifth parties also agree, state, and declare that said free right of using their said sewer on Lot 5 in the manner hereinbefore stated shall inure to, and be for the benefit of, said Lot 2.

16. Sixth parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 4 across and under the surface of said Lot 4 and to make connection with the said sewer on the east boundary line of said Lot 5.

17. Sixth parties hereby sell, grant, bargain, convey and confirm to seventh parties, their heirs, successors, and assigns forever, the free right of connection with said sewer of sixth parties, said connection to be made at the east boundary line of said Lot 4, and the free right of using said sewer of sixth parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 3 of seventh parties, to have and to hold said rights: and for this purpose seventh parties shall make and forever hereafter maintain such connection with the said sewer of sixth parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of sixth parties in making such connection, repairs, and maintenance.

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18. Sixth parties hereby sell, grant, bargain, convey and confirm to first parties, fifth parties, their heirs, successors and assigns forever, the free right of using the said sewer of sixth parties for the passage of sewage, sewage water, sewerage, nightsoil and drainage, from said Lots 1 and 2, to have and to hold said right.

19. Seventh parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 3 across and under the surface of said Lot 3 and to make connection with the said sewer on the east boundary line of said Lot 4.

20. Seventh parties hereby sell, grant, bargain, convey and confirm to first parties and fifth parties their heirs, successors, and assigns forever, the free right of connection with said sewer of seventh parties, said connection to be made at the east boundary line of said Lot 3, and the free right of using said sewer of seventh parties for the passage of sewage, sewage water, sewerage, nightsoil, and drainage from said Lots 1 and 2 of first parties and fifth parties, to have and to hold said rights: and for this purpose first parties and fifth parties shall make and forever hereafter maintain such connection with the said sewer of seventh parties as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of seventh parties in making such connection, repairs, and maintenance.

21. First parties and fifth parties hereby agree to construct and maintain a sewer with an eight inch inside diameter running in a westerly direction from the east boundary line of said Lot 2 across and under the surface of said Lot 2 and to make connection with the said sewer on the east boundary line of said Lot 3.

22. First parties hereby sell, grant, bargain, convey and confirm to fifth parties, their heirs, successors, and assigns forever, the free right of connection with said sewer on said Lot 2, said connection to be made at the east boundary line of said Lot 2, and the free right of using said sewer on said Lot 2 for the passage of sewage, sewage water, sewerage, nightsoil and drainage from said Lot 1 of fifth parties, to have and to hold said rights: and for this purpose fifth parties shall make and forever hereafter maintain such connection with the said sewer on said Lot 2 as may be reasonable and proper, making good, nevertheless, at their own expense, all damage which may be caused to the surface of the land of said Lot 2 in making such connection, repairs and maintenance.

23. Each of the parties hereto agrees that the rights of easement herein granted are intended to be, are, and shall be perpetual; that the obligations imposed and benefits conferred by this contract attach to the land, are made appurtenances thereto, and shall run with the land in perpetuum.

24. Each of the parties hereto states and agrees that a breach of this contract on their part would cause irreparable injury to each of the other parties for which money damages would not be adequate; that any breach of this contract shall be grounds for a mandatory injunction to compel the due performance hereof.

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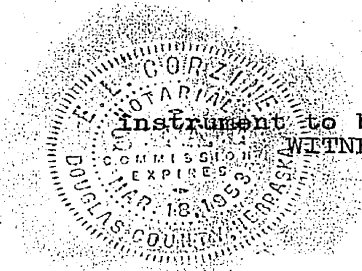
SIGNED this 24 day of August, 1948.

WITNESS:

<u>John W. Campbell</u>	<u>John W. Campbell</u>
<u>John W. Campbell</u>	<u>Lola Phelps Campbell</u>
	FIRST PARTIES
<u>John W. Campbell</u>	<u>Karl E. Henderson</u>
<u>John W. Campbell</u>	<u>Elizabeth N. Henderson</u>
	SECOND PARTIES
<u>John W. Campbell</u>	<u>Stead J. Grogg</u>
<u>John W. Campbell</u>	<u>Wilma A. Grogg</u>
	THIRD PARTIES
<u>John W. Campbell</u>	<u>George F. Perry</u>
<u>John W. Campbell</u>	<u>Opal B. Perry</u>
	FOURTH PARTIES
<u>J. L. Lorzine</u>	<u>John W. Campbell</u>
<u>John W. Campbell</u>	<u>Katherine S. Campbell</u>
	FIFTH PARTIES
<u>John W. Campbell</u>	<u>Kernon Herman Laaker</u>
<u>John W. Campbell</u>	<u>Lute Jayne Laaker</u>
	SIXTH PARTIES
<u>John W. Campbell</u>	<u>Joseph A. Gibean</u>
<u>John W. Campbell</u>	<u>Mary Jane Gibean</u>
	SEVENTH PARTIES

STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

On this 24 day of August, 1948, before me, a Notary Public in and for said county, personally came the above named JOHN W. CAMPBELL and LOLA PHELPS CAMPBELL, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said



instrument to be their voluntary act and deed.
WITNESS my hand and Notarial Seal the date last aforesaid.

E. G. Corzine
NOTARY PUBLIC

STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

On this 24 day of August, 1948, before me, a Notary Public in and for said County, personally came the above named RALPH L. HENDERSON and ELIZABETH N. HENDERSON, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

E. G. Corzine
NOTARY PUBLIC

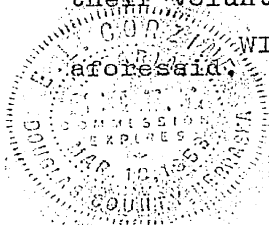


STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

On this 24 day of August, 1948, before me, a Notary Public in and for said County, personally came the above named STEVE J. JUVA and WILMA A. JUVA, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

E. G. Corzine
NOTARY PUBLIC

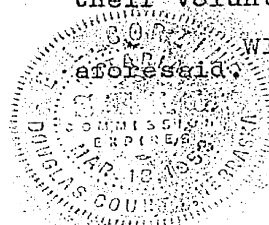


STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

on this 24 day of August, 1948, before me, a Notary Public in and for said County, personally came the above named GEORGE F. FERRY and OPAL B. FERRY, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

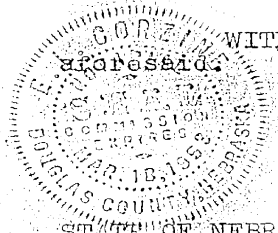
E. G. Corzine
NOTARY PUBLIC



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STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

On this 24 day of August, 1948, before me, a Notary Public in and for said County, personally came the above named JOHN W. CAMPBELL, JR., and KATHERINE S. CAMPBELL, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.



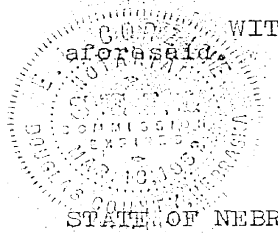
WITNESS my hand and Notarial Seal the date last
aforesaid.

[Signature]

NOTARY PUBLIC

STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

On this 24 day of August, 1948, before me, a Notary Public in and for said County, personally came the above named VERNON HERMAN LAAKER and RUTH JAYNE LAAKER, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.



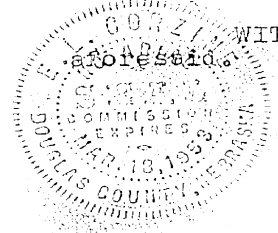
WITNESS my hand and Notarial Seal the date last
aforesaid.

[Signature]

NOTARY PUBLIC

STATE OF NEBRASKA)
) S S
COUNTY OF DOUGLAS)

On this 24 day of August, 1948, before me, a Notary Public in and for said County, personally came the above named JOSEPH A. GIBEAU and MARY JANE GIBEAU, who are personally known to me to be the identical persons whose names are affixed to the above instrument and acknowledged said instrument to be their voluntary act and deed.



WITNESS my hand and Notarial Seal the date last
aforesaid.

[Signature]

NOTARY PUBLIC

10. _____ 28 August 48 10/12 A. THOMAS L. GIBBERD, REGISTER OF DEEDS 5.55