

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 20th day of September 1960, between the undersigned FRANK H. MENKE and MARGARET MENKE, husband and wife, (herein collectively called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 35 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

WITNESSETH:

1. In consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land twenty (20) feet in width located in the West One-half ($W\frac{1}{2}$) of the Southeast One-Quarter ($SE\frac{1}{4}$) of the Northwest One-Quarter ($NW\frac{1}{4}$) of Section Ten (10), Township Fifteen North (T15N), Range Twelve East (R12E) of the 6th P.M. in Douglas County, Nebraska, the center line of which is described as follows:

Commencing at the intersection of the centerlines of Wirt Street and Cottonwood Lane in Maple Village, a subdivision in Douglas County, Nebraska; thence South $89^{\circ}27'$ East a distance of 150.0 feet to the point of beginning (South line of the Northwest One-Quarter ($NW\frac{1}{4}$) of Section Ten (10), Township Fifteen North (T15N), Range Twelve East (R12E) of the 6th P.M. in Douglas County, Nebraska assumed South $89^{\circ}54'$ East in direction); thence South $89^{\circ}27'$ East a distance of 136 feet; thence South $0^{\circ}33'$ West a distance of 311.1 feet; thence due East a distance of 517.4 feet more or less to the East line of said West One-half ($W\frac{1}{2}$) of the Southeast One-Quarter ($SE\frac{1}{4}$) of the Northwest One-Quarter ($NW\frac{1}{4}$) of said Section 10.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a 15-inch sanitary outfall sewer line and the transmission through said outfall sewer line of sanitary sewage from the property now or hereafter served by Grantee and its assigns. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of this easement. The exact location of said sanitary outfall sewer line in the permanent easement way shall be fixed and determined by the Engineer for Grantee. During initial construction of said 15-inch sanitary outfall sewer line, the Grantee shall be permitted to have and is hereby granted a temporary construction easement forty (40) feet in width, the center line of which is identical to the center line of said 20-foot-wide permanent easement described in Paragraph One (1) above, provided that said temporary construction easement shall commence on date hereof and shall continue for a period of twelve (12) months thereafter.

3. By accepting the foregoing easement Grantee agrees to pay all costs of construction of said sanitary outfall sewer line and to replace the sod and the soil as nearly as practicably possible to its original condition.

EXECUTED the day and year first above written.

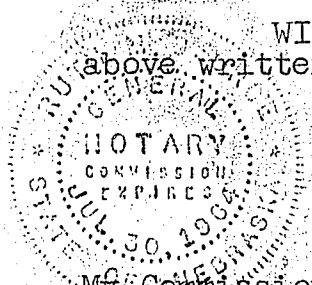
Frank H. Menke
Frank H. Menke

Margaret Menke
Margaret Menke

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On the day and year first above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came FRANK H. MENKE and MARGARET MENKE, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year first above written.



Ruth M. George
Notary Public

My Commission Expires:

July 30, 1964

2.25

10. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
14 DAY Nov. 60 AT 10:51 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS