

(Corporation)  
(Conditional P.W.151)  
(Outside City) 7/64E A S E M E N T

This Agreement made this 24th day of November, 19 64, between  
N. P. Dodge Company

hereinafter called "Grantor(s)" and the City of Omaha in the State of Nebraska, a Municipal Corporation, hereinafter called "City".

WITNESSETH:

WHEREAS, Grantor(s) is or are contemplating the construction of a \_\_\_\_\_

storm sewer in NE 1/4 of Section 4, T 15 N, R 12 E of

the 6th P.M., Douglas County, Nebraska

as shown and more particularly described on Exhibit "A" attached hereto which by reference is made a part hereof; and

WHEREAS, said sewer, in the future, may serve property other than the property of the Grantor(s).

NOW, THEREFORE, in consideration of the permission by the City to Grantor(s) to construct such sewer, the Grantor(s) does or do hereby grant, convey and confirm to the City, Permanent Easement(s) on, over, under, in and across the real estate described on Exhibit "A" attached hereto and made a part hereof, said easement(s) being described on said Exhibit "A", for the purpose of changing, repairing, inspecting, maintaining and reconstructing said sewer or any part thereof; provided, however, that such easement(s) shall have no force and effect unless and until the property on or in which said sewer is to be constructed shall be annexed as a part of the City and said City shall have a legal obligation to maintain said sewer as a public sewer.

In the event such easement(s) becomes or become effective, the City agrees to make good or cause to be made good to the owner or owners of the property in which said sewer is to be constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over or across said easement(s) or any part thereof.

This Agreement shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto, for themselves, their successors and assigns, have caused the due execution hereof as of the day and year first above written,

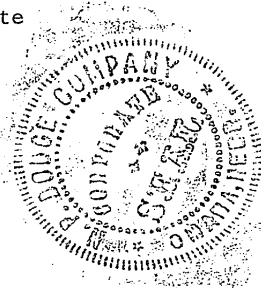
ATTEST:

R. D. Albertson Jr.  
 Ass't. Secretary

N. P. DODGE COMPANY  
 a Nebraska Corporation,

BY A. P. Dodge Jr.  
~~Vice~~ President

Corporate  
 Seal:



(Acknowledgment on reverse side)

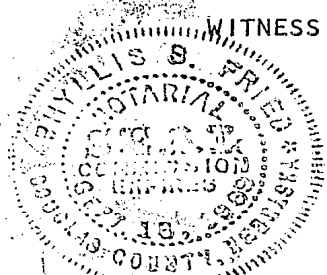
STATE OF Nebraska )  
COUNTY OF Douglas ) SS

On this 24th day of November, 19 64, before me, the undersigned,  
a Notary Public in and for said County, personally came N. P. Dodge, Jr.,

President of N. P. Dodge Company  
a Nebraska Corporation and

R. H. Abernathy, Jr., Ass't. Secretary of said Corporation,  
to me personally known to be the President and Secretary respectively of said Corpora-  
tion 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 Corporation, and the Corporate  
Seal of said Corporation to be thereto affixed by its authority.

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

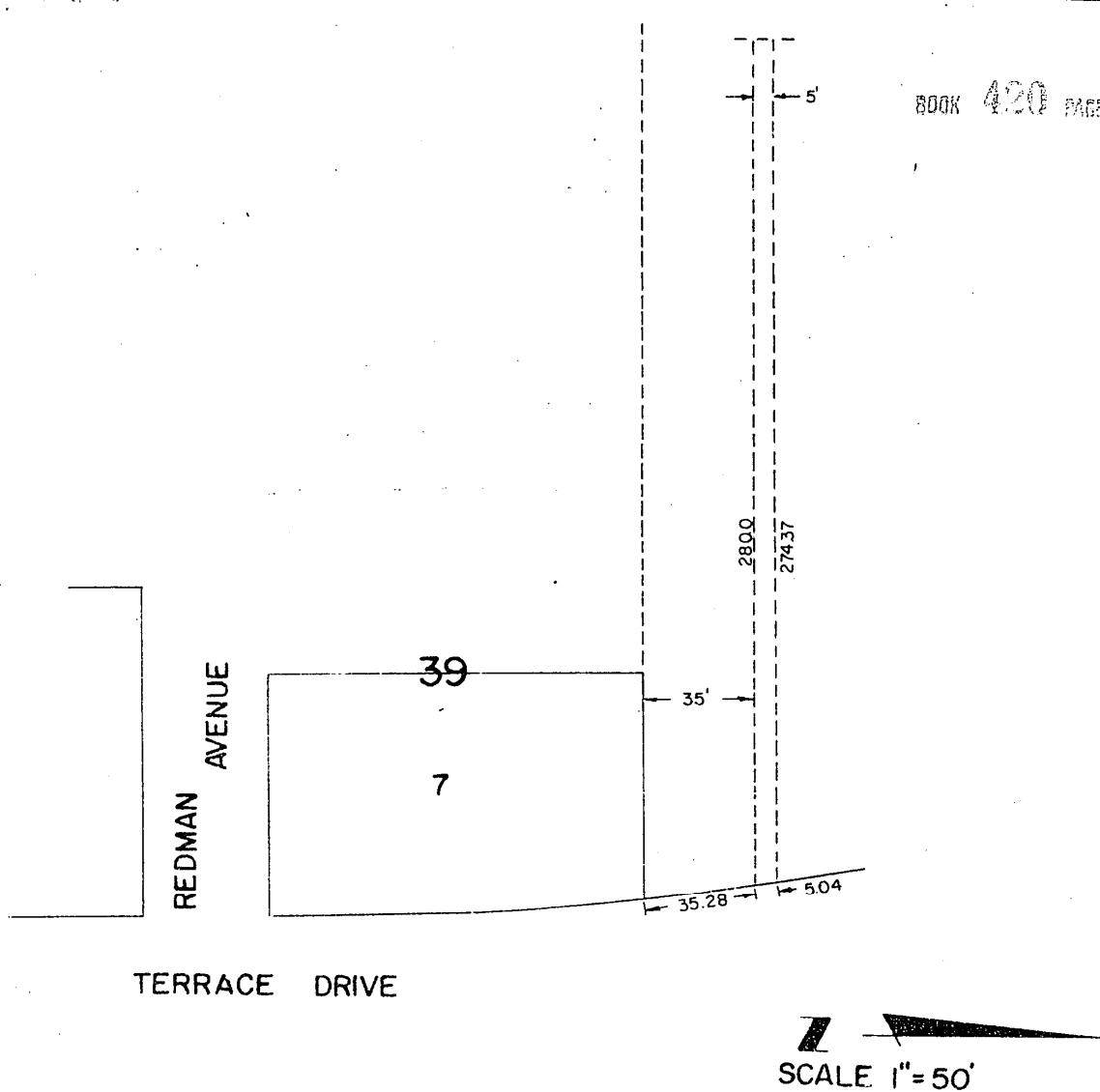


Phyllis S. Fried  
Notary Public

My Commission expires September 13, 1969

Approved as to Form:

Deputy City Attorney



A 5' PERMANENT storm sewer and drainage easement described as follows:

Beginning at a point on the West R.O.W. line of Terrace Drive, 35.28 feet Northerly of the Northeast corner of Lot 7, Block 39, Maple Village (6th Platting); thence West and parallel to the North line of said Lot 7, a distance of 280 feet; thence 90 degrees to the right, a distance of 5.0 feet; thence 90 degrees to the right, a distance of 274.37 feet to the West R.O.W. line of Terrace Drive; thence 82° 50' to the right, a distance of 5.04 feet to the point of beginning.

All the above in the NE 1/4 of Section 4, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska.

Exhibit "A"

RECEIVED

1964 DEC 14 PM 8 52

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

4200 Mineral

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Lamp- Ryerson  
4 20 17 26

4-15-17 200 750