

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 18th day of January, 1965, between the undersigned N. P. DODGE COMPANY, a Nebraska corporation, (herein 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 storm sewer and drainage easement over, on and under a strip of land ten (10) feet in width, the centerline of which is described as follows: Beginning at a point 266.5 feet West and 35.0 feet North of the Northeast corner of Lot 7, Block 39, Maple Village; thence North-westerly and at an angle of 51 degrees, with the extended North line of said Lot 7, a distance of 30.0 feet. All the above described being in the NE 1/4 of Section 4, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a storm sewer pipe line and the transmission through said storm sewer pipe line of storm sewer water 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 storm sewer pipe line in the permanent easement way shall be fixed and determined by the Engineer for Grantee.

3. By accepting the foregoing easement Grantee agrees to pay all costs of construction of said storm 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.

N. P. DODGE COMPANY

Attest: R. A. Ahrens, Jr.
Assistant Secretary

By: N. P. Dodge, Jr.
President

STATE OF NEBRASKA) On the day and year first above written
) ss. before me, the undersigned a Notary Public,
COUNTY OF DOUGLAS) duly commissioned and qualified for said
County, personally came N. P. Dodge, Jr., President of
N. P. Dodge Company, to me personally known to be the President and
the identical person whose name is subscribed to the foregoing instru-
ment, and acknowledged the execution thereof to be his voluntary act
and deed as such officer and the voluntary act and deed of said corpo-
ration and that the Corporate Seal of the said corporation was thereto
affixed by its authority.

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

My Commission Expires:
September 13, 1969

Phyllis L. Fried
Notary Public

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

PLAT OF THE OF NEBRASKA

THOMAS J. O'CONNOR

REGISTERED IN THE INDEX AND FILED

IN THE OFFICE OF THE REGISTER OF DEEDS

DOUGLAS COUNTY, NEBR.

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Shirley

John W. Delehanty
4802 Dodge St

(A) 475-12-325

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