

(Corporation)
 (Conditional P.W.151)
 (Outside City) 7/64

E A S E M E N T

This Agreement made this 18th day of January, 19 65, 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 the 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,

N. P. DODGE COMPANY

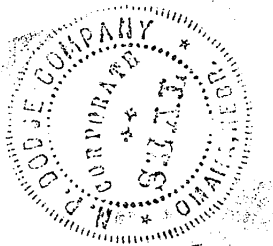
a Nebraska Corporation,

ATTEST:

R. A. Albion
 Secretary

BY N. P. Dodge
 President

Corporate
 Seal:



(Acknowledgment on reverse side)

STATE OF Nebraska)
COUNTY OF Douglas) SS

On this 18th day of January, 19 65, 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., Assistant Secretary of said Corporation, to me personally known to be the President and ^{Ass't.} Secretary respectively of said Corporation 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.



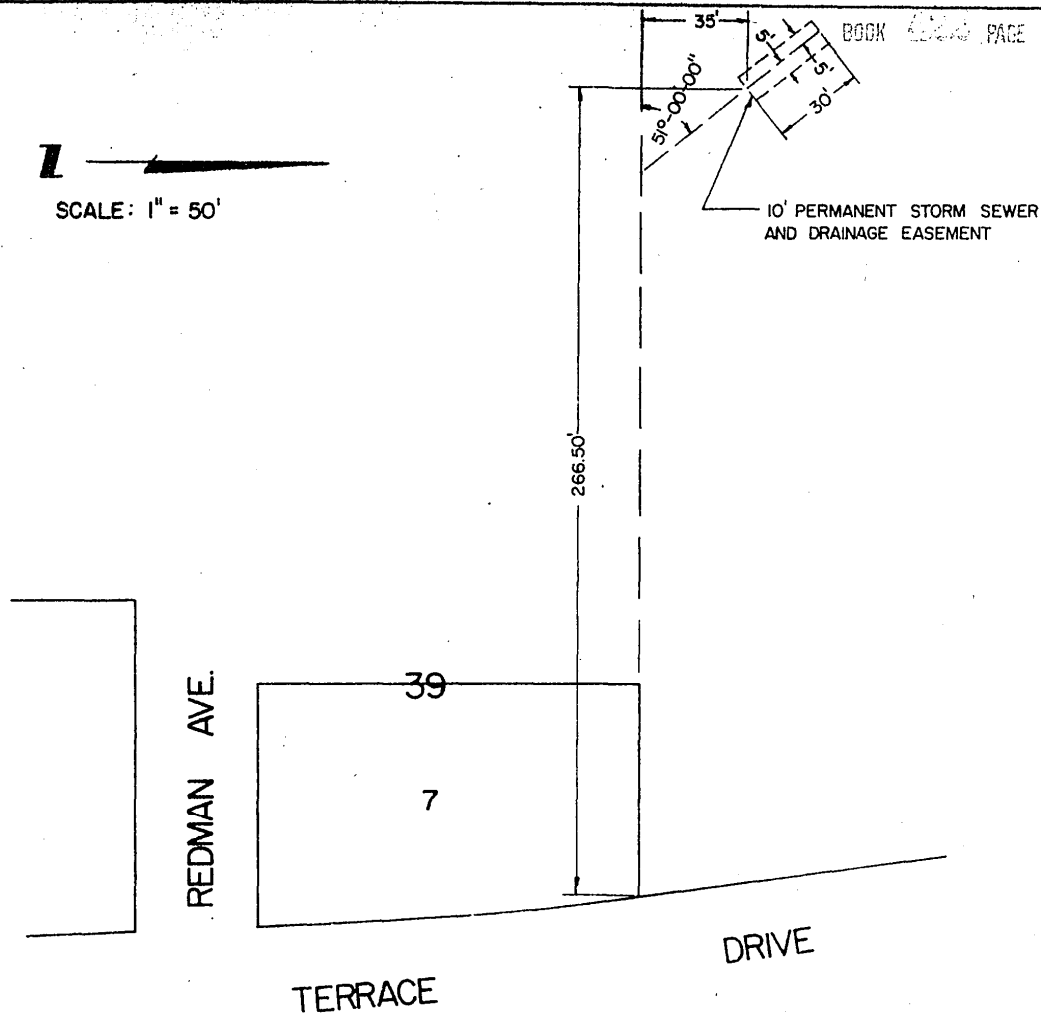
Phyllis S. Fries
Notary Public

My Commission expires Sept. 13, 1969

Approved as to Form:

Deputy City Attorney

1 —————
SCALE: 1" = 50'



OWNER: N. P. Dodge Company

DESCRIPTION:

A 10' permanent storm sewer and drainage easement, 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 Northwesterly 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.

RECEIVED

1955 JAN 28 PM 1 53

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

THE STATE OF ILLINOIS } ss.

I, JAMES J. O'CONNOR,

County Clerk of Douglas County, Illinois,

do hereby certify that the within and foregoing

is a true and correct copy of the original

as the same appears from the records of said

County.

In testimony whereof, I have hereunto set my hand and

the seal of said County, at Springfield, Illinois, this

28th day of January, 1955.

JAMES J. O'CONNOR

County Clerk

By _____

Deputy Clerk
