

THIS EASEMENT AGREEMENT made this 17th day of March, 1966, 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 in the NW 1/4 of 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 in Exhibit "A" attached hereto which by reference is made a part hereof.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a storm sewer pipe line, including all necessary manholes and other appurtenances, and the transmission through said storm sewer pipe line of storm sewer water. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway 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 easementway 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: RA [Signature] By: Charles A. Peters  
Ass't. Secretary President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

On the day and year first above written before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Charles A. Peters, 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 instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that the Corporate Seal of the said corporation was thereto affixed by its authority.

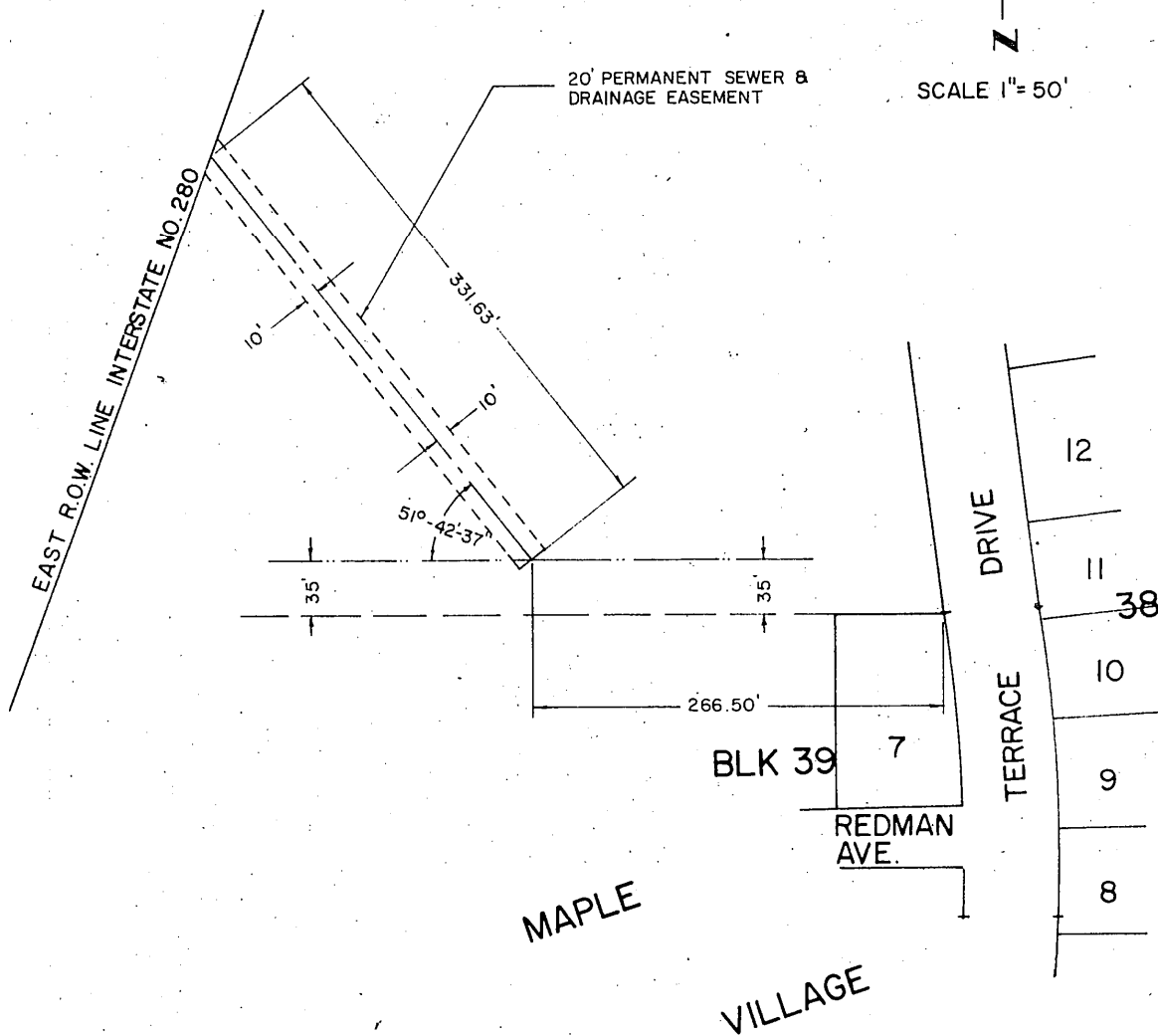
WITNESS my hand and Notary Seal the day and year first above written.

Phyllis S. Fried  
Notary Public

My Commission Expires:

September 13, 1969

s'l



GRANTOR-CANERL N. P. Dodge Company

GRANTEE: SANITARY & IMPROVEMENT DISTRICT NO. 35 OF DOUGLAS COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

A 20' PERMANENT SEWER AND DRAINAGE EASEMENT, the centerline of which is described as follows: Commencing at a point 266.50 feet west and 35 feet North of the Northeast corner of Lot 7, Block 39, Maple Village, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; thence Northwest on a line making an angle of 51° 42' 37" with a line 35 feet North of and parallel to the projected North property line of said Lot 7, a distance of 331.63 feet to a point on the East R.O.W. line of Interstate No. 280.

The exact location of the sewer within the permanent easement shall be fixed by the Engineer for Sanitary & Improvement District No. 35 of Douglas County, Nebraska.

16

INDEXED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

21 DAY March 1966 AT 2:35 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS 4.75