

check your lot

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 21st day of May 1973, between the undersigned, DODGE INVESTMENTS, LTD. 7204, a Nebraska Limited Partnership (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 250 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor being the owner of the real property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns a perpetual easement over, under, on and across the real estate in Douglas County, Nebraska, described on EXHIBIT "A" attached hereto and by this reference incorporated herein.

2. The scope and purpose of said easement is for the use, construction, operation, maintenance, repair, replacement and renewal of a pedestrian underpass and asphaltic concrete paved pathways. The Grantee, its successors or assigns, and its contractors and engineers, shall have the 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.

3. Grantor herein for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery of these presents, Grantor is lawfully seized of said premises; that Grantor has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

EXECUTED the day and year first above written.

DODGE INVESTMENTS, LTD. 7204,
Grantor,

By: N. P. DODGE COMPANY, General
Partner

Attest: _____
Secretary

By: _____
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 CHARLES A. PETERS, President of N. P. Dodge
Company, to me personally known to be the President and the identical
person whose name is affixed to the foregoing Perpetual Easement,
and acknowledged the execution thereof to be his voluntary act and
deed as such officer and the voluntary act and deed of the said
corporation as such general partner.

WITNESS my hand and Notarial Seal at Omaha, Nebraska, in
said County, the day and year first above written.

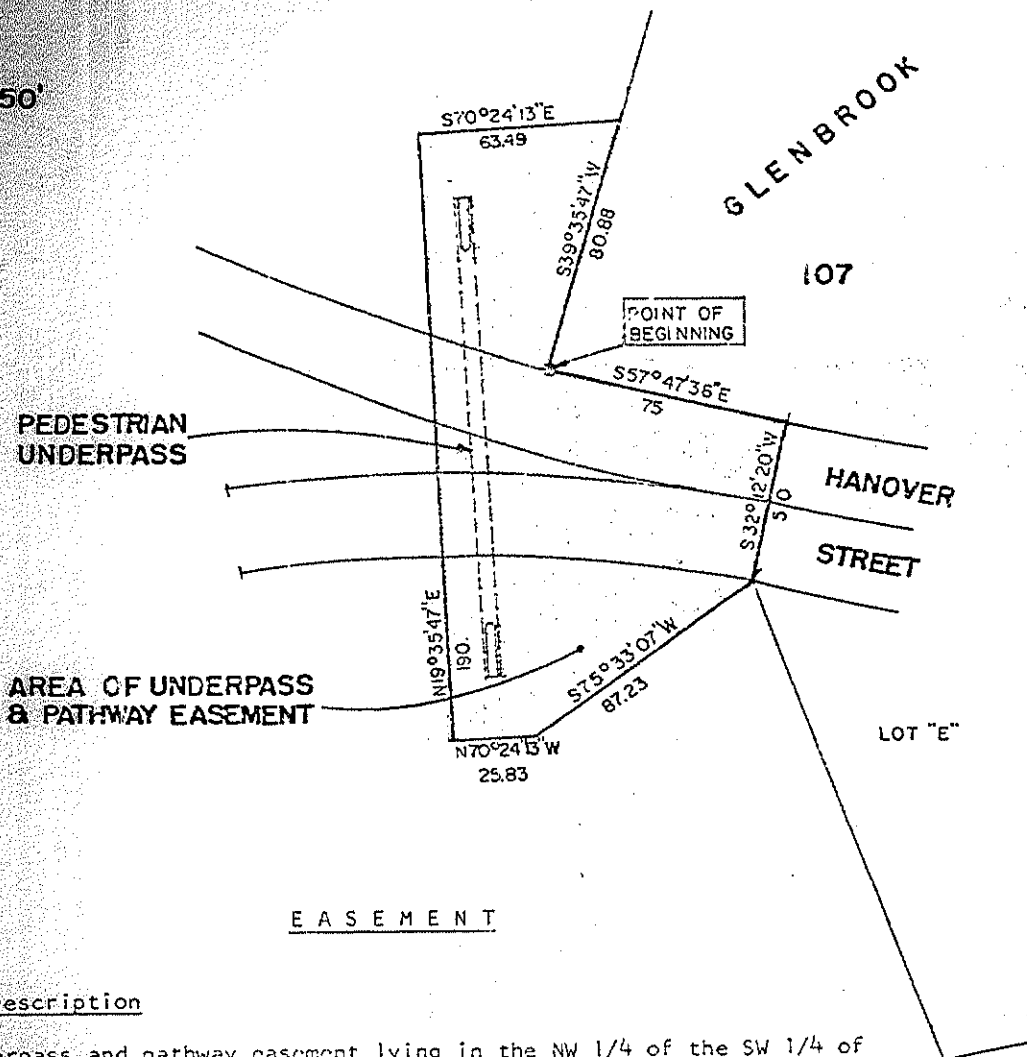
JOSEPHINE A. ZENONIA
NOTARY PUBLIC, State of Neb.
My Commission Expires
April 3, 1974

Notary Public

My Commission expires _____

30 Nov

SCALE 1"=50'



EASEMENT

Legal Description

An underpass and pathway easement lying in the NW 1/4 of the SW 1/4 of the 6th P.M., Douglas County, Nebraska, described as follows: Beginning at the Southwest corner of Lot 107, GLENBROOK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; thence S 57° 47' 36" E, 75.0 feet along the Southerly line of said Lot 107; thence S 32° 12' 20" W, 50.0 feet to the most Northwesternly corner of Lot "E" of said Glenbrook subdivision; thence S 75° 33' 07" W, 87.23 feet; thence N 70° 24' 13" W, 25.83 feet; thence N 19° 35' 47" E, 190.0 feet; thence S 70° 24' 13" E, 63.49 feet to the Westerly line of said Lot 107; thence S 39° 35' 47" W, 80.88 feet along the Westerly line of said Lot 107 to the point of beginning; said easement containing 0.2993 acres.

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 29 DAY OF May 1973 A.D. 1231 P.M. C. HARGID OSTLER, REGISTER OF DEEDS. 625

EXHIBIT "A"

Job Number 72-42-2A01
 3/23/73

W. P. RYNEARSON & TILLY, INC.

FORTY-SIX TEN DODGE STREET
 OMAHA, NEBRASKA 68132
 TELEPHONE 402-338-8050