

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 25th day of September, 1962, between the undersigned N. P. DODGE CORPORATION, a Delaware corporation (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 47 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

WITNESSETH:

1. In consideration of Two (\$2.00) Dollars, 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 easement over, on and under a strip of land ten (10) feet in width located in the Southeast Quarter (SE 1/4) of Section Four (4), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M. in Douglas County, Nebraska, the center line of which is described as follows:

Beginning at a point 816.75 feet South of and 459.89 feet East of the Northwest corner of said Southeast Quarter (SE 1/4) of Section 4; thence North 67° 47' 36" West, a distance of 185.6 feet to the East Right-of-Way line of Interstate Highway 280. (The North line of said Southeast Quarter (SE 1/4) of Section 4 is assumed East-West in direction).

*Lot 7 Affected
+ 8 B/K 33
(Didn't check for release)*

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of an 8-inch sanitary outfall sewer line and the transmission through said outfall sewer line of sanitary sewage from the property now or hereafter served by Grantee and the City of Omaha and their 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 sanitary sewer outfall sewer line in the permanent easement way shall be fixed and determined by the Engineer for Grantee. During initial construction of said 8-inch sanitary outfall sewer line, the Grantee shall be permitted to have and is hereby granted a temporary construction easement forty (40) feet in width, the center line of which is identical to the center line of said 10-foot-wide permanent easement described in Paragraph One (1), above, provided that said temporary construction easement shall commence on date hereof and shall continue until nine months thereafter.

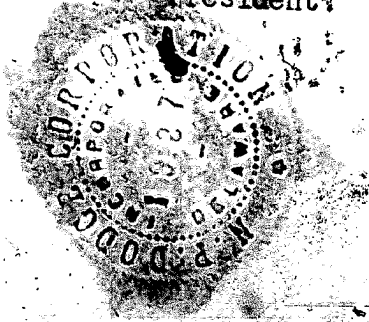
3. By accepting the foregoing easement Grantee agrees to pay all costs of construction of said sanitary outfall sewer line and to replace the sod and the soil as nearly as practicably possible to its original condition.

EXECUTED the day and year first above written.

N. P. DODGE CORPORATION,
Grantor

By: N.P. Dodge Jr.
President

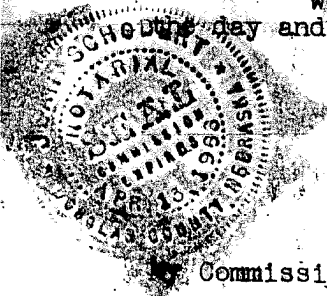
Attest: [Signature]
Secretary



STATE OF NEBRASKA }
COUNTY OF DOUGLAS } ss.

On the day and year first above written before me, the undersigned, a Notary Public in and for said County, personally came N. P. Dodge, Jr., President of N.P. DODGE CORPORATION, to me personally known to be the President and the identical person whose name is affixed to the above Perpetual Easement, 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 Notarial Seal at Omaha in said County day and year first above written.



Jean Schobert
Notary Public

Commission Expires:

April 13, 1966

RECEIVED

1962 SEP 27 AM 11 50

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

6/11/62

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Price
387
289
City of Omaha
City of Omaha
4-15-12
325
4-15-12