

THIS EASEMENT AGREEMENT made this 16th day of January, 1964, between H. 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 \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the tract of land traversed by the easement ways hereinafter described, does herewith give and grant unto Grantee, its successors and assigns, the following described easements, to-wit:

(a) A perpetual easement over, on and under a strip of land twenty (20) feet in width located in the Northeast Quarter (NE¹) of Section Four (4), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, the centerline of which twenty-foot wide perpetual easement is described as follows, to-wit:

Beginning at a point 1414.13 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 4, on the centerline of Grand Avenue; thence westerly along the extended centerline of Grand Avenue, a distance of 152.80 feet; thence 90° 18' to the right, a distance of 585.00 feet; thence 6° 30' to the left, a distance of 170.75 feet; thence 84° 56' to the left, a distance of 350 feet; thence 29° 03' 16" to the right, a distance of 174.68 feet; thence 79° 39' 44" to the right, a distance of 293.37 feet; thence 3° 56' 51" to the left, a distance of 259.44 feet to the South R.O.W. line of Fort Street.

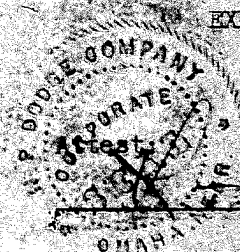
(b) A temporary construction right-of-way easement over, on and under a strip of land fifty (50) feet in width, the centerline of which is identical to the above-described centerline of said twenty (20) feet perpetual easement.

2. The scope and purpose of said perpetual easement is for the construction, repair, maintenance and replacement of a 10-inch sanitary outfall sewer pipe line, together with necessary manholes and cleanouts and the transmission through said outfall sewer pipe line of sanitary sewage from the property now or hereafter embraced within the boundaries of the Grantee, its successors and assigns, or embraced within the areas which Grantee, its successors and assigns, is now or shall hereafter become obligated to serve by contract or other agreement. The exact location of said sanitary outfall sewer pipe line in the perpetual easement way shall be fixed and determined by the engineer for Grantee.

3. The scope and purpose of said temporary construction easement is to provide necessary working space for excavation, deposit of materials and equipment during construction of said 10-inch sanitary outfall sewer pipe line. Said temporary construction easement shall commence on date hereof and shall continue until October 31, 1964.

4. By accepting the foregoing easements Grantee agrees to pay all costs of construction of said sanitary outfall sewer pipe line and to repair all fences which may be damaged in connection with said construction, maintenance or repair work and to replace the soil in a manner consistent with good engineering practices; and such backfill shall be compacted to a density of not less than ninety (90) proctor.

EXECUTED the day and year first above written.



N. P. DODGE COMPANY, Grantor

By: N. P. Dodge, Jr. President

Secretary

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 and in said County, personally came N. P. Dodge, Jr. President of N. P. Dodge Company, a Nebraska Corporation, to me personally known to be the President and the identical person whose name is affixed to the above easement agreement 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 the day and year first above written.



Phyllis L. Fried
Notary Public

Commission Expires:

Sept. 13, 1969

SUBORDINATION OF MORTGAGE

I, the undersigned, MINNIE D. THOMSEN, a single woman, am the mortgagee named in a certain mortgage on the real property described in the above and foregoing easement agreement; said mortgage having been executed by N. P. Dodge Company in my favor on Nov. 3, 1961, and recorded on the 3rd day of November, 1961 in Book 1407, at Page 717 of the Mortgage Records for Douglas County, Nebraska. For valuable consideration, receipt of which is hereby acknowledged, I do herewith consent and agree to the grant of the above and foregoing described perpetual easement and temporary construction easement over, on and under said real property in favor of Sanitary and Improvement District No. 35 of Douglas County, Nebraska, and I do further herewith agree to subordinate any and all rights which I may now have or hereafter possess under and by virtue of said mortgage to the grant of said perpetual easement and temporary construction easement.

EXECUTED this 20th day of January, 1964.

Minnie D. Thomsen
Minnie D. Thomsen

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 in said County, personally came Minnie D. Thomsen, a single woman, to me known to be the identical person whose name is affixed to the foregoing Subordination of Mortgage and acknowledged the execution thereof to be her voluntary act and deed.



WITNESS my hand and Notarial Seal the day and year first

Philip R. Kneiff
Notary Public

Commission Expires:

October 19, 1969

RECEIVED

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NOTARY PUBLIC
STATE OF NEBRASKA

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Philip R. Kneiff

John W. Delaney

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