

SALES TICKET NO. 7764

REQUISITION NO. 4859

DEED NO. 66169

T H I S I N D E N T U R E made and entered into this
Third Day of May, A. D., Nineteen Hundred and Forty-Eight, between
CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin Corporation, party
of the first part, and THE HARDING COMPANY, a Nebraska Corporation, of
Omaha, Nebraska, party of the second part,

W I T N E S S E T H:

That said party of the first part, in consideration of One Dollar (\$1.00), to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged and confessed, has given, granted and conveyed, and, by these presents, does give, grant and convey, unto the said party of the second part, its successors and assigns, subject to the conditions hereinafter set forth, the right, license and privilege of constructing, maintaining and using a sewer upon and over a part of the Southwest Quarter of the Southwest Quarter of Section Twenty-Four (24), Township Fifteen (15) North, Range Twelve (12) East of the Sixth Principal Meridian, in the County of Douglas and State of Nebraska, the center line of said sewer to extend from a point in the North line of said Southwest Quarter of the Southwest Quarter of Section Twenty-four (24), which is Fifty-three (53) feet East of the West line of said Section southerly parallel with said section line, a distance of five hundred and twenty-five (525) feet, more or less, to the existing thirty-six (36) inch sewer of the City of Omaha, as now located over said Southwest Quarter of the Southwest Quarter of Section Twenty-four (24) and for such purposes to use, occupy and enjoy a strip of land of sufficient width, not to exceed ten (10) feet, for the proper construction, maintenance and use of said sewer.

TO HAVE AND TO HOLD said right, license and privilege unto said party of the second part, its successors and assigns, forever, but subject, however, to the following conditions:

1. That in the event the said sewer is not constructed within a period of Five (5) years from the date of this Instrument, or said party of the second part, its successors and assigns, shall permanently abandon the use of said sewer, then the right, license and privilege herein granted shall cease and determine.

2. That the work of construction and maintenance of said sewer shall be carried out in a good and workmanlike manner at the sole expense of said party of the second part, its successors and assigns, and shall be done in such manner as will cause the least possible interference with the use of the surface of said land.
3. The party of the second part, for itself, its successors and assigns, by the acceptance of this conveyance, assumes and agrees to pay for all loss or damage to property and injury to or death of persons, including costs and expenses incident thereto, arising wholly or in part from, or in connection with, the existence, construction, maintenance and use, or removal of said sewer or any defect therein or failure thereof causing same or contributing thereto and to indemnify the said party of the first part, its successors and assigns, and save it or them harmless from all liability for any such loss, damage, injury and death, including all costs and expenses incident thereto.

I N T E S T I M O N Y W H E R E O F the said CHICAGO AND NORTH WESTERN RAILWAY COMPANY has hereunto caused its corporate seal to be affixed and this Instrument to be signed by its President and attested by its Secretary the day and year first hereinabove written.

SIGNED, SEALED AND
DELIVERED IN PRESENCE OF:

W. J. Dunham
Alice L. Merritt

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

BY [Signature]
PRESIDENT.

ATTEST: [Signature]
SECRETARY.

APPROVED: [Signature]
LAND COMMISSIONER.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, D. M. Keill, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that R. L. WILLIAMS, personally known to me to be the President of the CHICAGO AND NORTH WESTERN RAILWAY COMPANY, and BARRET CONWAY, personally known to me to be the Secretary of said Company, and personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person, and severally acknowledged that they, as such President and Secretary, signed, sealed and delivered the said Instrument as the free and voluntary act of said CHICAGO AND NORTH WESTERN RAILWAY COMPANY, pursuant to authority given by the Board of Directors of the said Company, for the uses and purposes therein set forth. And I further certify that I know the seal affixed to said Instrument to be the corporate seal of said Company.

GIVEN under my hand and official seal this third day of May, A. D., Nineteen Hundred and Forty-eight.

MY COMMISSION EXPIRES:

Feb 14, 1909

D. M. Keill
NOTARY PUBLIC.