

EASEMENT AGREEMENT

This agreement made and entered into this 1st day of October, 1963, by and between Champlin Oil & Refining Co., a corporation, hereinafter called "First Party", and First Savings and Loan Association of Omaha, a corporation, hereinafter called "Second Party", Witnesseth:

WHEREAS, First Party is the owner of the following described real estate situated in Douglas County, Nebraska, to-wit:

That part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-three (23), in Township Fifteen (15) North, Range Twelve (12) East of the Sixth (6th) Principal Meridian, in Douglas County, Nebraska, more particularly described as follows: Beginning at the intersection of the East line of the right-of-way of 84th Street and the South line of the right-of-way as it now exists of the Lincoln Highway being U.S. Highway #30-A, thence in an easterly direction along the said south right-of-way line of the said Lincoln Highway, a distance of Eighty-six and fifteen hundredths (86.15) feet, thence turning to the right and continuing in a southeasterly direction along the south right-of-way line of said Lincoln Highway a distance of one hundred twenty-five (125) feet, thence Southwesterly on a straight line to a point on the East right-of-way line of 84th Street located one hundred fifty (150) feet south of point of beginning, thence north along the east right-of-way line of 84th Street a distance of one hundred fifty (150) feet of the point of beginning; and

WHEREAS, Second Party is the owner of the following described real estate situated in Douglas County, Nebraska, to-wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 23, in Township 15 North, Range 12 East of the 6th P. M. more particularly described as follows: Beginning at a point on the North line of Block One (1) Beverly Hills Addition and 33 feet East of the West line of said Section 23, thence North along the line 33 feet East of and parallel to West line of said Section 23 for 173 feet; thence South 56° 11' East for 245.5 feet more or less; thence South 33° 13' West for 44 feet to the North line of Block One (1) Beverly Hills Addition, and thence North 89° 58' West along said North line of Block One (1) for 180.5 feet to the point of beginning; and

WHEREAS, Second Party desires an easement for an underground eight inch sanitary sewer line under and across the West 10 feet of the above described tract of real estate owned by First Party for the use and benefit of the above described tract of real estate owned by Second Party.

NOW, THEREFORE, it is hereby agreed as follows:

First Party hereby grants to Second Party, its successors and assigns, a right-of-way and easement across and under the West 10 feet from South to North, of the above described tract of real estate owned by First Party for the construction, maintenance and operation of an underground eight inch sanitary sewer line by Second Party running Northward from the above described tract of real estate owned by Second Party along a line approximately five feet East of the West line of the above described tract of real estate owned by First Party to a connection with the main sewer line located along the Lincoln Highway.

The cost of construction, installation and maintenance of said eight inch sanitary sewer line shall be borne solely by Second Party, its successors and assigns, until such time as First Party, its successors or assigns may connect thereto, whereupon the cost of maintenance, if any, thereafter shall be borne equally by the Parties hereto, their successors and assigns.

The eight inch (8") sanitary sewer line to be installed shall be buried at a minimum depth of eight (8') feet below the present 84th Street grade level so as not to interfere with the surface use of the property of the First Party.

The Second Party shall have rights of ingress and egress to said right-of-way for the installation and maintenance of said sewer line and shall leave the surface of the ground in substantially the same condition as existed prior to such installation.

The First Party shall fully use and enjoy its premises above described, except as to the rights herein granted; and Second Party hereby agrees to hold and save First Party harmless from any and all damage arising from its use of said right-of-way herein granted and agrees to pay any damage or damages which may arise to the property, premises or rights of First Party through Second Party's use, occupation, and possession of the rights herein granted.

The First Party shall have the right, at any time, to connect to said eight inch sanitary sewer line without charge other than its own connection expenses.

To have and to hold the said easement, right, and right-of-way unto the Second Party, its successors or assigns perpetually and the rights and privileges granted each party hereto shall run with the lands described herein of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this instrument by their duly authorized respective officers as of the day and year first above written.

ATTEST:

[Signature]
Assistant Secretary

CHAMPLIN OIL & REFINING CO.

By *[Signature]*
Vice President

ATTEST:

[Signature]
Secretary

FIRST SAVINGS AND LOAN ASSOCIATION OF OMAHA

By *[Signature]*
President

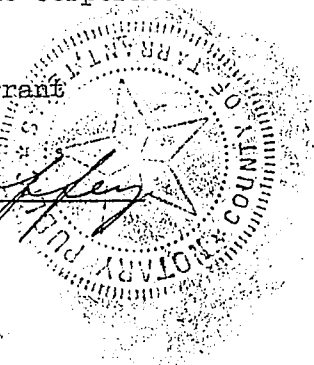
STATES OF TEXAS } ss
COUNTY OF TARRANT }

On this 1st day of October, 1963 before me, the undersigned, a Notary Public in and for said County personally came Hamilton Rogers, Vice President of Champlin Oil & Refining Co. (a corporation) to me personally known to be the Vice President and the identical person whose name is affixed to the above and 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 Notarial Seal at Fort Worth in said Tarrant County the day and year last above written.

My Commission Expires:
SALLY MAHAFFEY
MY COMMISSION EXPIRES
JUNE 1, 1965

[Signature]
Notary Public



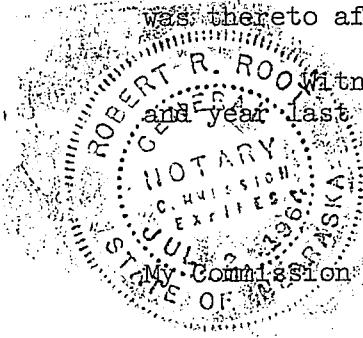
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 14th day of October, 1963 before me, the undersigned, a Notary Public in and for said County personally came M. M. Meyers, President of First Savings and Loan Association of Omaha (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above and 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 hereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

[Handwritten Signature]
Notary Public

My Commission expires the 2nd day of July, 1964.



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M.M.C.
RECEIVED
OCT 17 PM 4:00

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

403 of misc
553

[Handwritten Signature]

Deputy
10

23-15-12
[Handwritten Signature]

23-15-12
First Savings & Loan
17x Kearney St.