

This agreement made and entered into this ~~15~~<sup>14</sup> day of December, 1963, by \_\_\_\_\_ and \_\_\_\_\_ acting for and on behalf of E. G. Kinloch, 1 Glen Eagles Drive, Larchmont, New York; J. D. Lockton, Old Mill Road, Greenwich, Connecticut; R. E. Pfenning, 26 Fox Meadow Road, Scarsdale, New York; Virgil B. Day, 45 Cowdin Lane, Chappaqua, New York; C. K. Rieger, Khakum Wood, Greenwich, Connecticut, as the present Trustees of General Electric Pension Trust, 570 Lexington Avenue, New York 22, New York, hereinafter called "First Parties" and First Savings and Loan Association of Omaha, a Nebraska corporation, 1701 Harney Street, Omaha, Nebraska, hereinafter called "Second Party", Witnesseth:

Whereas, First Parties are the owners 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 33.0 feet East of West line of said Section 23 and 173.0 feet North of the North line of Block One (1) Beverly Hills Addition, thence North along a line 33.0 feet East of and parallel to the West line of said Section 23 for 7.1 feet; thence North 62°55' East for 176.7 feet to a point on Southerly line of West Dodge Highway; thence South 56°11' East along Southerly line of West Dodge Highway for 162.2 feet; thence South 33°13' West for 160 feet, and thence North 56°11' West for 245.5 feet more or less to place 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 said Block One (1) for 180.5 feet to the point of beginning; and

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

Now, therefore, in consideration of \$1.00 paid to First Parties by Second Party, receipt of which is hereby acknowledged, it is hereby agreed as follows:

First Parties hereby grant 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 Parties for the construction, maintenance and operation of an underground 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 Parties to a connection with the main sewer line located along the Lincoln Highway.

The cost of construction, installation and maintenance of said sewer line shall be borne solely by Second Party, its successors and assigns.

The sewer line when installed shall be buried at an adequate depth so as not to interfere with the surface use of the property by First Parties.

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 Parties shall fully use and enjoy their premises above described, except as to the rights herein granted; and Second Party hereby agrees to hold and save First Parties 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 Parties through Second Party's use, occupation, and possession of the rights herein granted.

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 First Parties have caused this instrument to be executed by a majority of said Trustees pursuant to the terms of the Pension Trust Agreement and Second Party has caused this instrument to be executed by its President and attested by its Secretary and its corporate seal to be affixed hereto.

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

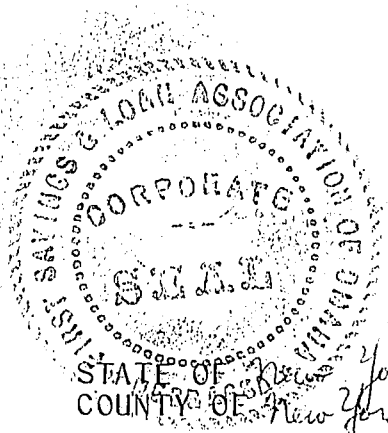
Being a majority of the Trustees of General Electric Pension Trust

FIRST SAVINGS AND LOAN ASSOCIATION OF OMAHA

By *[Signature]* President

Attest *[Signature]* Secretary

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STATE OF New York }  
COUNTY OF New York } ss.

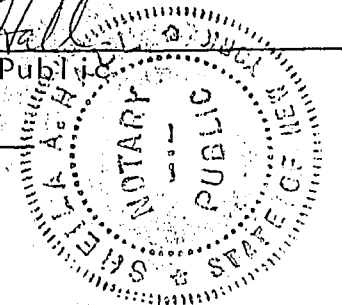
On this 23rd day of December, 1963, before me, the undersigned, a Notary Public in and for said county, personally came *C. G. Kinloch* as one of the Trustees of General Electric Pension Trust to me known to be the identical person whose name is affixed to the foregoing instrument as one of such Trustees and acknowledged the execution thereof to be his voluntary act and deed as such Trustee.

Witness my hand and Notarial Seal the day and year last above written.

*Sheila A. Hall*

SHEILA A. HALL  
Notary Public, State of New York  
No. 41-6736515  
Qualified in Queens County  
Commission Expires March 30, 1964

My Commission expires: \_\_\_\_\_



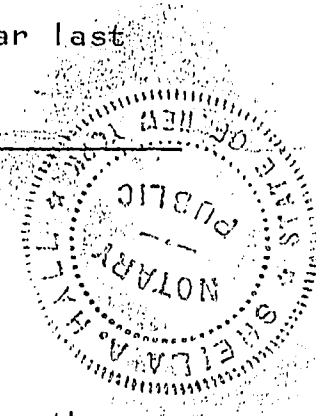
STATE OF *New York* )  
COUNTY OF *New York* ) ss.

On this *23rd* day of *December*, 1963, before me, the undersigned, a Notary Public in and for said county, personally came *J. D. Lockton* as one of the Trustees of General Electric Pension Trust to me known to be the identical person whose name is affixed to the foregoing instrument as one of such Trustees and acknowledged the execution thereof to be his voluntary act and deed as such Trustee.

Witness my hand and Notarial Seal the day and year last above written.

*Sheila A. Hall*

SHEILA A. HALL  
Notary Public, State of New York  
No. 41-6736515  
Qualified in *Queens County*  
Commission Expires March 30, 1964



My Commission expires: \_\_\_\_\_

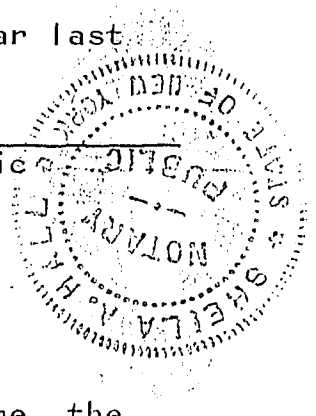
STATE OF *New York* )  
COUNTY OF *New York* ) ss.

On this *23rd* day of *December*, 1963, before me, the undersigned, a Notary Public in and for said county, personally came *Virgil B. Day* as one of the Trustees of General Electric Pension Trust to me known to be the identical person whose name is affixed to the foregoing instrument as one of such Trustees and acknowledged the execution thereof to be his voluntary act and deed as such Trustee.

Witness my hand and Notarial Seal the day and year last above written.

*Sheila A. Hall*

SHEILA A. HALL  
Notary Public, State of New York  
No. 41-6736515  
Qualified in *Queens County*  
Commission Expires March 30, 1964



My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1963, before me, the undersigned, a Notary Public in and for said county, personally came \_\_\_\_\_ as one of the Trustees of General Electric Pension Trust to me known to be the identical person whose name is affixed to the foregoing instrument as one of such Trustees and acknowledged the execution thereof to be his voluntary act and deed as such Trustee.

Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss.

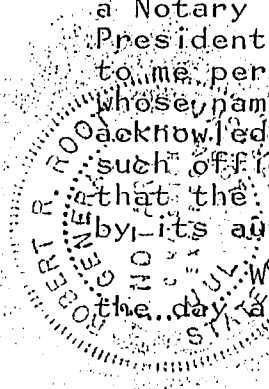
On this *5* day of *Dec.*, 1963, before me, the undersigned, a Notary Public in and for said County personally came M. M. Meyers, President of First Savings and Loan Association of Omaha (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above 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 to the said corporation was thereto affixed by its authority.

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

*Robert R. Roemer*

Notary Public

My Commission Expires: *2 July 63*



RECEIVED

1964 JAN 15 PM 3 55

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLASS COUNTY, MISSOURI

STATE OF MISSOURI }  
County of \_\_\_\_\_ } ss.

407 Misc.  
431

*Thomas J. O'Connor*  
Register of Deeds

Deputy

23-15-12-87

800

23-15-12

Justiciary  
17x Kearney St.