

EASEMENT

For and in consideration of One Dollar cash to us in hand duly paid, the receipt of which is hereby acknowledged, and the further sum of twenty-five (25¢) cents per foot, which sum is to be paid when survey is completed and construction commenced, and which sum is understood to include construction and land damage for each foot of land upon which sewer pipes are installed, we, MARY (MARIE A.) SCHOMER and BEN SCHOMER, wife and husband, do hereby grant to WESTERN ELECTRIC COMPANY, INCORPORATED, its successors or assigns, the right of way to lay, maintain, alter, repair, inspect, operate, and remove sewer lines for the passage of sewer water, industrial waste water and materials, and soil in, through, and under the parcel of land described as follows, to-wit:

Tax Lot One (1), (except the North twenty acres), lying North and East of the Union Pacific Railroad right of way, and being located in the Northwest Quarter (NW $\frac{1}{4}$) of Section Seven (7), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., in Douglas County, Nebraska, containing 46.9 acres more or less.

Said easement shall be for a right of way 60 feet in width, during the construction of said original sewer lines, and after said original sewers are installed the said right of way shall be 20 feet in width, and shall be located approximately as indicated on general layout for proposed storm sewer outfall lines (shown in blue and/or red) prepared by Henningsen, Durham & Richardson, Inc., and designated as Job 808, a copy of same being hereto attached, marked Exhibit A, and made a part of this easement grant.

The right of way for installing any sewer lines after the original lines shall have a right of way for such purpose of 20 feet only, unless an additional agreement is reached by the parties.

The grantee shall have the right of access upon said property commencing with the execution of this easement agreement, for

Ben Schomer
Mary (Marie A.) Schomer

the purpose of making surveys and accurately determining the specific location of said sewer lines.

Said sewer lines when constructed shall be buried to a depth of from three to four feet, so as not to interfere with the ordinary cultivation of land, and the grantee shall have the right to install manhole covers along said sewer lines approximately 400 feet apart, and same shall be buried to a depth of not less than two feet below the surface of the ground.

Grantors agree that grantee shall have ingress and egress to and from the same, and that grantors, their heirs and assigns, shall not erect any building or buildings on or over said sewer lines within the twenty-foot easement, but are otherwise to fully use and enjoy said premises, except for the purposes hereinbefore granted to said grantee.

Said grantee shall pay any damage which may be caused to crops, fences, stock, buildings, and land from the maintaining, operating, or removing of said sewer lines, or laying additional sewer lines after the original lines are laid.

Grantee shall pay all costs of construction of said sewer lines, and after construction is completed shall cover same as before indicated, and generally leave the premises in a neat and orderly condition.

This agreement is binding upon the heirs, representatives, successors and assigns of the respective parties named herein.

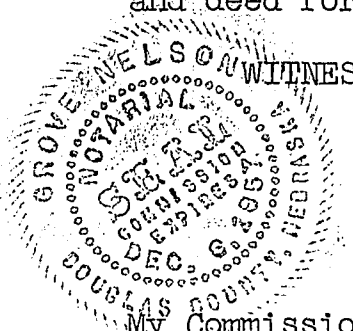
IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals this 5 day of September, 1956.

Mary (Marie A.) Schorner
Ben Schorner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 5th day of September, A. D. 1956, before me, a Notary Public in and for said County, personally came the above named Mary (Marie A.) Schomer, and Ben Schomer, wife and husband, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged said instrument to be their voluntary act and deed for the purposes therein set forth.

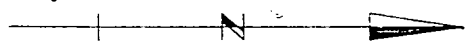
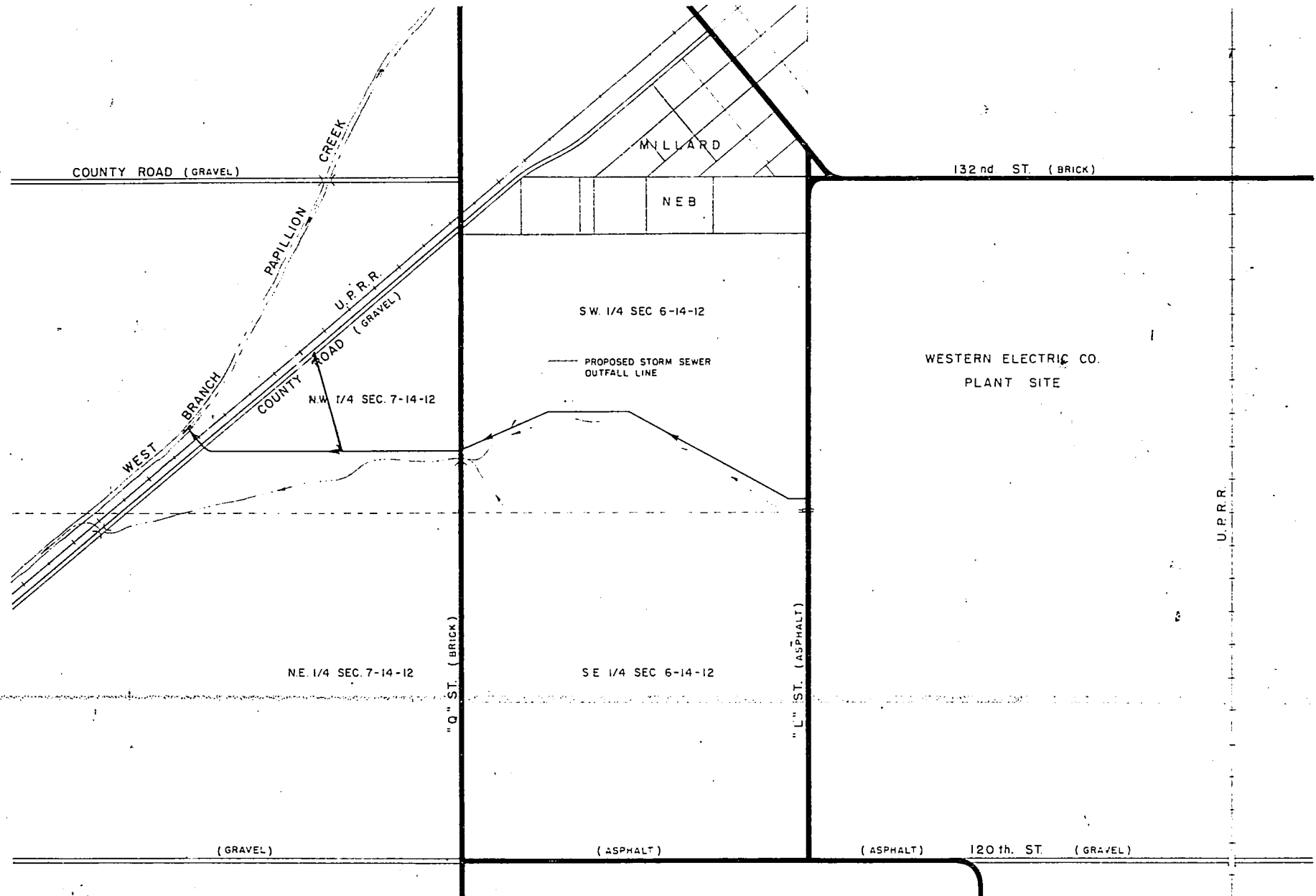
WITNESS my hand and Notarial Seal the date last aforesaid.



Grove Nelson
Notary Public

My Commission Expires:

Dec. 6, 1957



SCALE 1" = 100'

Schomer

GENERAL LAYOUT

JOB NO. 808	DATE	BY	REVISION
	4		
	3		
	2		
	1		
HENNINGSON, DURHAM & RICHARDSON, INC. CONSULTING ENGINEERS OMAHA			STORM SEWER OUTFALL LINE FOR WESTERN ELECTRIC CO. OMAHA, NEBRASKA

3. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, Nov. 9, 1956 AT 11:21 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 3.50