

RIGHT OF WAY EASEMENT

THIS INDENTURE made and entered into this 15 day of November, 1954, by and between the GORDON COMPANY, a Nebraska corporation, party of the first part, and FRED P. CURTIS, party of the second part,

WITNESSETH: That

WHEREAS, Fred P. Curtis owns a tract of land in the southwest corner of the Northwest Quarter of the Southwest Quarter of Section 22, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, extending 333 feet East of the center line of 96th Street, and

WHEREAS, the party of the first part is the owner of the property adjoining second party's property on the East, and a sewer main has been installed through first party's property and second party desires to run a lateral sewer to connect his property with said sewer line,

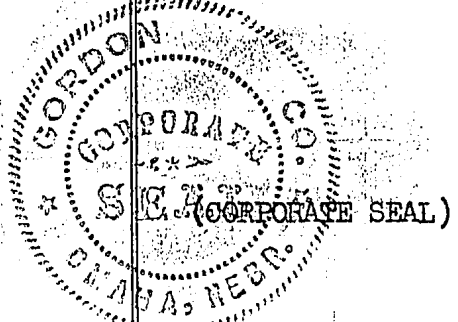
NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the party of the first part hereby grants to the party of the second part a perpetual right, privilege and easement to construct, maintain and repair a sewer line and appurtenances thereto along the South line of the Northwest Quarter of the Southwest Quarter of Section 22, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, beginning at a point approximately 333 feet East of the center line of 96th Street and extending East to the sewer line as now installed by Sanitary and Improvement District No. 6 of Douglas County, Nebraska, which is approximately 482 feet West of the Southeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22.

The agents, employees and contractors employed by the party of the second part shall have the right of ingress to and egress from said property for the purpose of constructing, maintaining and repairing said sewer line.

Said sewer line shall be buried beneath the surface of the ground and all ditches made in the installation, repair or upkeep of said sewer shall be refilled by the party of the second part. Any trees or shrubbery removed or damaged in the course of construction, maintenance, or repair of said sewer shall be replaced by the party of the second part. If there is any damage to growing crops, the second party shall pay the reasonable value of said damage, the amount to be pro rated between the party of the first part and his tenant in event there is a tenant who has an interest in said crops.

IN WITNESS WHEREOF, Gordon Company has caused this instrument to be signed by its President, attested by its Secretary, and its corporate seal to be hereto affixed the day and year first above written.

GORDON COMPANY,
By: A. W. Gordon President
ATTEST: Almyra B. Gordon Secretary



STATE OF NEBRASKA }
County of Douglas } ss.

On this 15 day of November, 1954, before me, a Notary Public in and for said county, personally came A. W. Gordon, President and Almyra B. Gordon, Secretary, of Gordon Company, who are personally known to me to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the date last aforesaid.

[Signature]
Notary Public



My commission expires: NY COMMISSION EXPIRES JULY 30, 1960
1954