

A G R E E M E N T

This agreement made this 10<sup>th</sup> day of ~~August~~ <sup>November</sup>, 1945, between Torrence Edgar Hale and Vera Mai Hale, husband and wife, grantors, and Safeway Stores, Incorporated, a Maryland corporation, grantee, WITNESSETH:

That in consideration of the sum of \$1.00 and other valuable consideration paid by the said grantee to the said grantors, the receipt whereof is hereby acknowledged, the said grantors hereby grant to the said grantee and its successors and assigns, the right, privilege, and authority to maintain a power line from the power lines of the Nebraska Power Company or its successors or assigns, located in the alley adjoining the afterdescribed property on the West from said power lines, across the North End of the following described property:

The West Fifteen (15) Feet, more or less, of Lot Six (6), in Block Five (5), in Boggs & Hill's Second Addition to the City of Omaha, Douglas County, Nebraska, as surveyed, platted and recorded,

for the purpose of obtaining electric light and power for the building adjoining above described property on the East, and now occupied by the grantee.

It is agreed however, that any such power line to be maintained over said property shall at all times conform to the ordinances of the City of Omaha, Douglas County, Nebraska, with reference to the erection of power lines over any building which may hereafter be constructed upon the said West 15 feet of said Lot 6, and shall be maintained without expense to the grantors or their heirs and assigns, and also the said Nebraska Power Company or its successors or assigns, is authorized and empowered to enter upon said premises for the purpose of placing or maintaining the said power line on the said property as hereinabove provided.

IN WITNESS WHEREOF the said grantors have caused this instrument to be signed at Omaha, Nebraska, the day and date last

above written.

WITNESSES:

*C. J. Warner*

*Torrence Edgar Hale*

*C. J. Warner*

*Vera Mai Hale*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 10<sup>th</sup> day of November, 1945, personally appeared before me the above named Torrence Edgar Hale and Vera Mai Hale, husband and wife, to me known to be the identical persons who signed the above instrument as grantors and they each and severally acknowledged the same to be their voluntary act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

*C. J. Warner*  
Notary Public

ASSIGNMENT

For a good and valuable consideration, receipt of which is hereby acknowledged, the undersigned company, SAFEWAY STORES, INCORPORATED, a Maryland corporation, hereby assigns all of its right, title and interest in and to the aforesaid easement agreement to Robert B. Colgate.

(Corporate Seal)

SAFEWAY STORES, INCORPORATED  
(a Maryland corporation)

By *W. D. Cockrill*  
Its Vice President

By *E. J. Penprase*  
Its Assistant Secretary

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ALAMEDA )

On this 24th day of October, A.D., 1946, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named W. D. COCKRILL, Vice President, and E. J. PENPRASE, Assistant Secretary of SAFEWAY STORES, INCORPORATED, a Maryland corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal at Oakland, in said County, the date aforesaid.

(Notarial Seal)

*William A. Bockrell*  
NOTARY PUBLIC