

EASEMENT

THIS INDENTURE MADE this 8TH day of APRIL, 1960 by and between PARAMOUNT RADIO SHOP, a Nebraska corporation, first party, and TOWN HOUSE LAND CO., a Nebraska corporation, second party,

W I T N E S S E T H

That in consideration of the receipt of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, first party does hereby grant and convey to second party the perpetual right, privilege and easement to construct, maintain, operate, repair and re-build a sanitary sewer line and a water line over and through the following described property:

That part of the Northwest Quarter of the Northwest Quarter of Section 24, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at a point on the East side of a 7 foot strip of ground lying on the East side of 72nd Street, which strip was taken by the City of Omaha under Ordinance No. 16191 for sewer purposes; said point being 40 feet East and 410 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter of said Section, thence East on a line parallel with the North line of Dodge Street a distance of 363 feet, thence North on a line parallel with the East line of 72nd Street a distance of 10 feet, thence West on a line parallel with the North line of Dodge Street a distance of 363 feet to a point on the East line of the 7 foot strip taken by the City of Omaha, adjoining 72nd Street on the East, thence South along a line parallel with the East line of 72nd Street a distance of 10 feet to the point of beginning.

Said water line shall be six (6) inches in diameter and buried approximately five (5) feet beneath the surface of the ground, and said sanitary sewer line shall be ten (10) inches in diameter and buried approximately eight (8) feet beneath the surface of the ground. Second Party, its agents, employees and contractors shall have the right of ingress to and egress from said property for the purpose of constructing, maintaining, repairing and re-building said sewer and water lines.

Second party agrees to pay all costs of construction of said sewer and water line and fill in the trenches with mechanically compacted material and restore the premises in as satisfactory and orderly condition as the same was prior to such construction.

Second party further agrees that all costs and charges incident to maintenance, operation, repair or rebuilding of said sanitary sewer line and water line shall be at the expense and cost of the second party, and any and all damage that may be done by any change, alteration, repair or reconstruction in way of damage to the grounds, buildings or other improvements thereon shall be made good by the second party to the first party.

The second party is the owner of the following described property:

That part of the Northwest Quarter of the Northwest Quarter of Section 24, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at a point 403 feet East and 380 feet North of the Southwest corner of said Northwest Quarter of the Northwest Quarter of said Section, thence North on a line parallel with the East line of 72nd Street a distance of 170 feet; thence East on a line parallel with the North line of Dodge Street a distance of 290 feet; thence South on a line parallel with the East line of 72nd Street a distance of 170 feet; thence West on a line parallel with the North line of Dodge Street a distance of 290 feet to the point of beginning,

and the benefits and burdens of this easement shall accrue to and be binding upon the owner or owners of said property and of the first described property, their grantees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Attest:

Samuel D. Rood  
Secretary

PARAMOUNT RADIO SHOP  
a Nebraska corporation

By: Sam H. Rood  
President  
First Party

Attest:

Helen A. Gillon  
Secretary

TOWN HOUSE LAND CO.,  
a Nebraska corporation

By: Robert W. Miller  
President  
Second Party

STATE OF NEBRASKA)  
(ss.  
COUNTY OF DOUGLAS)

On this 8<sup>th</sup> day of April, 1960, before me, the undersigned, a Notary Public in and for said County personally came GEORGE C. ROTH, President of Paramount Radio Shop, a Nebraska corporation, to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 Omaha in said county the day and year last above written.

My Commission expires 4<sup>th</sup> day of January, 1961  
SCHMID, SNOW & FORD  
ATTORNEYS AT LAW  
OMAHA, NEBRASKA

Val H. Schumacher  
Notary Public