

THIS INDENTURE, made this 26th day of September, 1968, between Jack P. De Boer of the County of Sedgwick, State of Kansas, hereinafter referred to as Grantor, and Metropolitan Utilities District of Omaha, hereinafter referred to as Grantee, WITNESSETH:

WHEREAS, Grantor is in the process of constructing and developing an apartment project known as Kingsbrook Apartments located on the following described real estate, to-wit:

A tract of land described as follows:

Blocks One (1) and Sixteen (16) in Lawnfield Addition to the City of Omaha, Douglas County, Nebraska, (except those parts deeded for road purposes to Douglas County, Nebraska, by deed recorded in Deed Book 1093, Page 677),

which real estate Grantor holds fee simple title; and,

WHEREAS, it is not intended that any streets, alleys or public ways for public use will be dedicated within such tract of land, an easement is required over and through said real estate, in favor of Grantee, for the purpose of constructing, maintaining and operating a water main and necessary facilities in connection therewith, for the supply of water service and fire protection to said project.

NOW, THEREFORE, in consideration of the premises and the installation of said water main, Grantor does hereby grant to Grantee, its successors and assigns, a permanent license, easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, a water distribution main and necessary facilities in connection therewith, on, over, through, under and across, and at all times to enter upon, for said purposes, all of the above described real estate, except those portions thereof occupied by apartment structures and garages. The term "apartment structures" shall not include adjacent walks, driveways, parking areas, or streets, and so far as possible, the water main herein provided for, and necessary facilities in connection therewith, shall be laid within or immediately adjacent to driveways, trafficways and parking areas which shall be open to traffic at all times.

TO HAVE AND TO HOLD said easement and right of way unto said Grantee, its successors and assigns.

Grantor shall, after final installation of said water distribution main, execute, convey and deliver a permanent easement at least twenty (20) feet in width to the Grantee if it should so require, defining the actual final location of the installed water distribution main.

Grantor agrees that neither he nor his heirs or assigns will at any time erect, construct, use or place on or below the surface of said land under which said water main or facilities are installed, nor within ten (10) feet on either side of said main, any building or structure, except walks, streets, parking areas or driveways, and that they will not permit anyone else to do so.

Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof, as near as may be, and will repair or replace the surface of any walks, streets, parking areas or driveways which may have been disturbed for any purpose hereunder, as near as may be and as soon after such work is performed as may reasonably be possible to so do.

The easement and right of way herein granted is intended to convey to Grantee the right to extend any facilities constructed hereunder, from which service to said project is accomplished, through and beyond said project for service to others beyond said project limits, the same as if said facilities were in dedicated streets, alleys or public ways.

In the event that relocation or alteration of the water main or appurtenances thereto constructed hereunder shall be requested by Grantor or made necessary by a change of the development and construction of the project, or future changes therein, such relocation or alteration shall be accomplished by Grantee, if reasonably possible, but the expense of so doing shall be paid by Grantor, including costs of construction, surveys, recording and legal fees and other costs incurred.

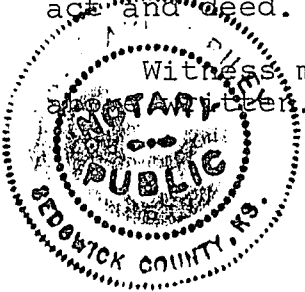
IN WITNESS WHEREOF, Grantor has caused this easement to be signed on the day and year first above written.

[Signature]
 Grantor

STATE OF KANSAS)
) ss
 COUNTY OF SEDGWICK)

On this 26th day of September, 1968, before me the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Jack P. De Boer, to me personally known to be the person whose name is affixed to the foregoing instrument and who acknowledged the same to be his voluntary act and deed.

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



[Signature]
 Notary Public

My commission expires the 12th day of February, 1972.

RECEIVED

1968 OCT 4 AM 11 02

THOMAS J. O'CONNOR
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
 Douglas County }

Entered in General Index and filed for Record in the Office of the Register of Deeds of said County and recorded in Book 469 of *Spec*

Page 1103

[Signature]

Register of Deeds

By *[Signature]*
 Deputy
 MAIL 26
 N. *[Signature]*
 Compared 32 - 247
 Fee 325