

EASEMENT

16-15-12

THIS INDENTURE, made this 14 day of August, 1967, between W. D. Hosford, Jr., and Mary H. Hosford, husband and wife, Kathryn H. Hamilton and Frank T. Hamilton, Jr., wife and husband, all hereinafter jointly referred to as "Grantors", and Metropolitan Utilities District of Omaha, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, Sanitary and Improvement District No. 129 of Douglas County, Nebraska, is in the process of developing a strip of land lying north of Dodge Road between 102nd Street and Interstate 680, including the tract of land hereinafter described, owned by Grantors; and

WHEREAS, plans for such development do not include any streets, alleys or public ways for public use which will be dedicated, but do include private roadways over and through said real estate, and it will, therefore, be necessary for an easement to be granted in favor of the Grantee for the purpose of constructing, maintaining and operating water mains and gas mains, together with necessary facilities in connection therewith for the supply of water and gas service to said project,

NOW, THEREFORE, in consideration of the premises and of the installation of water and gas mains, as required, Grantors do 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, water mains and gas mains, and necessary facilities in connection therewith, on, over, through, under and across, and at all times to enter upon, for said purposes, real estate described as follows:

A tract of land in the East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at a point located 996.39 feet due North and 83.2 feet due West of the South Quarter Corner of said Section 16; thence continuing due West for a distance of 535.0 feet; thence due North for a distance of 35.0 feet; thence due East for a distance of 535.0 feet; thence due South for a distance of 35.0 feet to the Point of Beginning, containing 18,725 square feet (0.42 acres) more or less.

In this description, the East line of the Southwest Quarter ($SW\frac{1}{4}$) of Section 16, Township 15 North, Range 12 East, is assumed to bear due North and South.

All as illustrated on the plat attached hereto, marked "Exhibit A" and made a part hereof.

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

Grantors agree that neither they nor their heirs or assigns will at any time erect, use or place on or below the surface of said described tract of land any building or structure, except walks, streets, parking areas or driveways, and that they will not permit anyone else to do so, except upon written permission of the Grantee.

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 also grants to the Grantee the right to extend any facilities constructed hereunder through and beyond the tract herein described, over any adjacent lands belonging to the Grantors, for the purpose of service to others beyond the limits of said described tract, the same as if said facilities were in dedicated streets, alleys or public ways.

In the event that relocation or alteration of the water or gas mains, or appurtenances thereto, constructed hereunder shall be requested by Grantors, their heirs or assigns, 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 Grantors, their heirs or assigns, including costs of construction, surveys, recording and legal fees and other costs incurred.

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

W. D. Hosford, Jr.

Mary H. Hosford
Mary H. Hosford Husband and Wife,
Grantors

KATHERYN H. HAMILTON and
FRANK T. HAMILTON, JR.,
Wife and Husband, Grantors

By W. D. Hosford
W. D. Hosford Jr., Attorney
in Fact

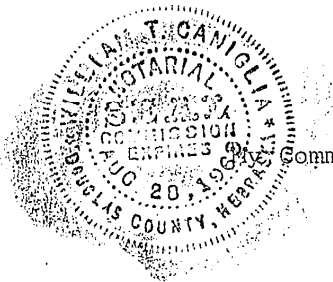
STATE OF NEBRASKA) ss
COUNTY OF DOUGLAS)

Before me, a Notary Public, qualified for said County, personally came W. D. Hosford, Jr., and Mary H. Hosford, husband and wife, known to me to be the identical persons who signed the foregoing Easement, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 14 day of August, 1967.

William E. Conception
Notary Public

Commission expires on the 28 day of August, 1968.



Witness my hand and notarial seal on the 14 day of August, 1967.

William J. Campbell
Notary Public

A circular notary seal for William T. Caniglia. The outer ring contains the text "WILLIAM T. CANIGLIA" at the top and "DOUGLAS COUNTY, NEW YORK" at the bottom. The inner circle contains the text "NOTARIAL", "STATE OF NEW YORK", "COMMISSION", and "EXPIRES DEC 20, 1988". The seal is stamped in black ink on a light-colored document.

Commission expires on the 28 day of August, 1968.

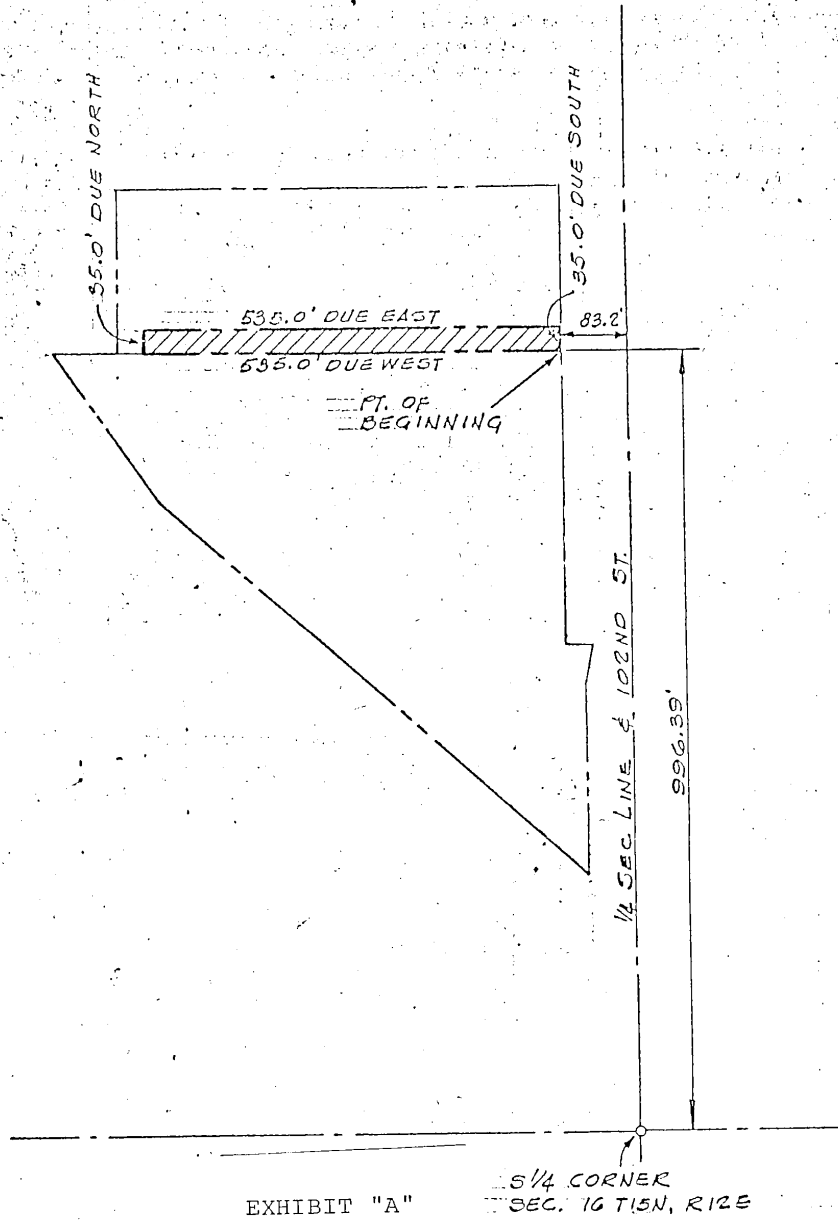
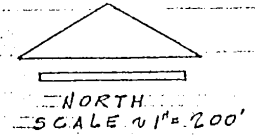


EXHIBIT "A"

3
M.R.

RECEIVED
1970 JAN 23 AM 9 30
C. HAROLD COSTELLO
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
County of Douglas
Entered in the public index and filed for Record in the office of the Register of Deeds of said County and recorded in Book 485 of Misc
Page 573

By *C. Harold Costello*
Register of Deeds
Deputy
MAIL METROPOLITAN RECORDS
1723 Harvey
N
Compared 16-19-77 4 PM-P.G.
Fee 13.25

attest, W. L. Strong