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## E A S E M E N T

THIS EASEMENT, by and between Norval C. Huitt and Ethel J. Huitt, husband and wife, and Robert C. Metivier and Blanche M. Metivier, husband and wife, called Grantors, and John Ritums of Ritums Realty, called Grantee.

Grantors are owners of real estate designated as Lot 60, Keystone Park, an addition in Douglas County, Nebraska, as surveyed, platted and recorded and Grantee desires an easement in the said real estate owned by Grantors, said easement to be in the exact dimensions and location as set forth on the scale drawing attached hereo.

It is understood and agreed by and between the parties hereto that the easement is for the construction, maintenance and repair of a 10 inch drainage storm sewer line and that said 10 inch drainage storm sewer line will be constructed in the area herein described and constructed and maintained by the Grantee, his heirs, administrators, successors and assigns without expense to the Grantors; that the Grantee, or his representatives, shall, after notice, have the right to enter upon the premises herein concerned for the purposes of construction, repair and maintenance of said 10 inch drainage storm sewer line and for no other purpose.

It is covenanted and agreed by and between the parties hereto that the consideration for the execution of this easement has been fully received.

It is specifically understood and agreed that the grantee will not in any manner, in the repair, maintenance and construction of the said drainage storm sewer line, as aforesaid, interfere with the maintenance, operation, construction, or business activity contiguous to or adjacent to the area in which said easement is to be located; that Grantee will not change the ground contour in the area in which said easement is to be effective and that this easement shall be terminated in the event that Grantee violates the provisions or any of them, of this paragraph, said easement to be perpetual in the absence of violation and to be binding on the heirs, administrators and assigns of the parties hereto.

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Notwithstanding anything above to the contrary, it is specially and specifically understood, covenanted and agreed that in the event that the real estate herein concerned, above designated, is sold, consolidated, or leased, or otherwise negotiated, and that this easement prevents or hinders any such sale, negotiation or lease, then, at expense of Grantee, this easement is to be modified and the drainage storm sewer line re-set and relayed so as not to conflict, hinder, or interfere with, in any manner, negotiation, sale, lease, promotion or sale of the real estate herein concerned and, if Grantor fails to comply with this provision of this easement, time being the essence of this agreement, this easement shall forthwith terminate.

Norval C. Huitt  
Ethel J. Huitt  
Blanche M. Metivier  
Robert H. Metivier

STATE OF NEBRASKA ]  
                                  ] SS.  
COUNTY OF DOUGLAS ]

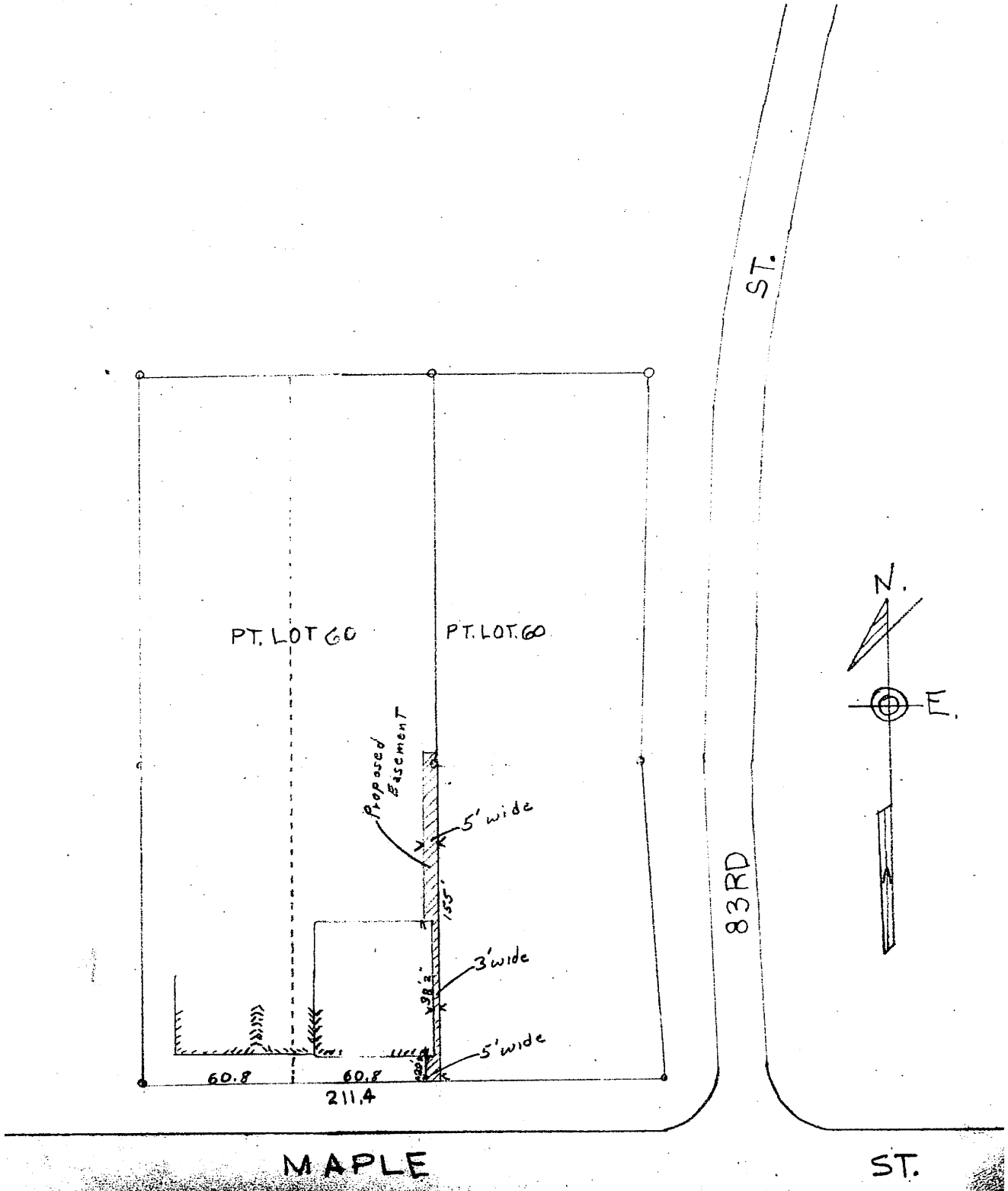
On this 21 day of March, 1967, before me, the undersigned Notary Public, duly commissioned and qualified for said County, personally came Norval C. Huitt and Ethel J. Huitt, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing Easement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Jeanne M. Woodruff  
Notary Public.



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

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