

EASEMENT

BOOK 750 PAGE 698

KNOW ALL MEN BY THESE PRESENTS:

That CANIGLIA BUILDERS, INC., a Nebraska corporation, and TOWER INVESTMENTS, INC., a Nebraska corporation, hereinafter referred to jointly as "Grantor", in consideration of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto THE ABBEY HOME OWNERS ASSOCIATION, a not-for-profit Nebraska corporation, hereinafter referred to as "Grantee", and to its successors and assigns, a permanent easement and right of way on, over, under and through the land described hereinafter, for the purpose of erection of public street lighting, street signs, or other necessary appurtenances thereto and to adjoining roads and streets and for the right to enter upon such hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild such lighting, signs, roads, streets and appurtenances thereto, to have and to hold the rights herein granted to said Grantee, its successors and assigns, for the benefit of the general public.

The property subject to the easement herein granted covers a tract of land in lots 1, 3-18, 20-29, 31-35, 37-39, 42-52, 55-60, 63-69 and outlots B, C, E and F in the Abbey, being a replat of Lots 229, 230, 231 and 403, Candlewood, an addition in Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

All of Lot 42 and Outlots B, C, E and F and a portion of the remaining described lots consisting of a strip of land five feet in width on the front of each and every such described lot abutting Outlots A and D, otherwise known as 131st Court, 131st Plaza, Irving Plaza and Hawthorne Court, as shown on Exhibit A attached hereto.

The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof as soon after any work is performed as may be reasonably possible to do, and shall restore sod, but shall not otherwise be responsible for replacement of any trees, shrubs or other plantings.

The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, and neither it nor they will give anyone else permission to do so.

IN WITNESS WHEREOF, the Grantor has caused this easement and right of way to be signed and executed on this 6th day of September, 1985.

CANIGLIA BUILDERS, INC.

ATTEST:

By Samuel T. Caniglia, President

Wendy J. Caniglia
Secretary

TOWER INVESTMENTS, INC.

ATTEST:

By John J. Maloney, President

R. Lee Richardson
Secretary

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

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The foregoing instrument was acknowledged before me by SAMUEL T. CANIGLIA, President of CANIGLIA BUILDERS, INC., a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Keiser
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me by JOHN J. MALONEY, President of TOWER INVESTMENTS, INC. a Nebraska corporation, on behalf of the corporation, on September 6, 1985.

Thomas M. Keiser
Notary Public

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GEORGE A. BOLLENGER
REGISTERED CLERK
DOUGLAS COUNTY, NEBR.

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