

EASEMENT

THIS INDENTURE, made this 31 day of January, 1968, between Roy Tibbals Wilson of 3970 Alhambra Drive, West, Jacksonville, Florida, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, of Douglas County, Nebraska, hereinafter referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of the sum of One Thousand-----Dollars (\$1,000.00), receipt of which is hereby acknowledged, do hereby grant to the Grantee, Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, repair, relay, and remove, at any time, a pipeline for the transportation of gas, and all appurtenances thereto, including installation of gas drips, on, over, through, under, and across, and at all times to enter upon, the following described real estate:

Beginning 263 feet south of the section line along Blondo Street on the west right-of-way line of 120th Street, which lies in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence west for 47 feet; thence south for 224 feet; thence east for 47 feet; thence north for 224 feet along the west right-of-way line of 120th Street to the true point of beginning.

Also a temporary construction easement upon additional strips of land lying adjacent to the right of way above described, during the period of construction and installation of said pipeline, described as:

Beginning at the southwest corner of the permanent easement; thence 40 feet west; thence north for 224 feet; thence east for 40 feet; thence south for 224 feet along the west boundary of the permanent easement to the true point of beginning.

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

The Grantors and Grantee do covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantee agrees to restore the surface of the soil on said easement areas above described, following the installation of its pipeline therein, as soon as may reasonably be possible to so do, to the original contour thereof as near as may be, and to pay Grantors, their heirs and assigns, within a reasonable time after construction or maintenance, all actual damages to crops and fences, if any, which may be caused by the construction and maintenance operations. Crop damage will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting and shall include only such crops that are growing and which are actually damaged.

2. Grantors, their heirs, grantees, or assigns, agree that they will at no time erect, construct, use, or place on or below the surface of said easement areas any building, structure, or

pipeline, except pavement, or do any grading or other act, which may jeopardize the Grantee's pipeline or appurtenances, and that they will not permit anyone else to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of Grantee, respecting the ownership, use, operation, extensions and connections to any pipeline constructed and maintained hereunder.

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

Roy Tibbals Wilson
Roy Tibbals Wilson

Grantors

METROPOLITAN UTILITIES DISTRICT
OF OMAHA, Grantee

By [Signature]
General Manager

STATE OF FLORIDA)
COUNTY OF Duval) ss

On this 31st day of February, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roy Tibbals Wilson

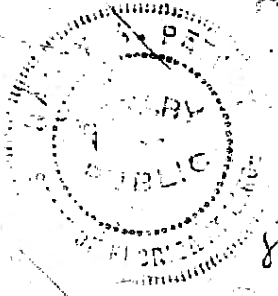
to me personally known to be the identical persons whose names are affixed to the foregoing instrument as Grantors, and they acknowledged said instrument to be their voluntary act and deed.

WITNESS My hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

My commission expires the 17th day of September, 1968.

Notary Public, State of Florida at Large
My Commission expires Sept. 17, 1968
Bonded by Bisbee Baldwin Corporation



[Signature] 68 11:33 A

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18-15-12

AMENDMENT TO EASEMENT

THIS INDENTURE, made this 5th day of October, 1971, between Roy Tibbals Wilson, of 3970 Alhambra Drive, West, Jacksonville, Florida, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation of Douglas County, Nebraska, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, by instrument dated the 31st day of January, 1968, the above named Grantor granted to the above named Grantee a permanent and temporary easement and right of way, recorded in Book 459, Page 501, of the Register of Deeds of Douglas County, Nebraska, to certain real estate described therein, to construct and maintain a pipeline for the transportation of gas; and

WHEREAS, the said Grantee now desires to construct and lay an additional pipeline within the same easement and right of way area for the transportation of water,

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00), the receipt of which is hereby acknowledged, said easement dated the 31st day of January, 1968, and recorded in Book 459, Page 501, of the Register of Deeds of Douglas County, Nebraska, is hereby amended and the Grantor hereby grants to the Grantee the additional right to lay, maintain, operate, repair, relay and remove, at any time, a pipeline for the transportation of water, and all appurtenances thereto, on, over, through and across, and at all times to enter upon, the real estate described in said easement, to-wit:

PERMANENT EASEMENT

Beginning 263 feet south of the section line along Blondo Street on the west right-of-way line of 120th Street, which lies in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 18, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence west for 47 feet; thence south for 224 feet; thence east for 47 feet; thence north for 224 feet along the west right-of-way line of 120th Street to the true point of beginning;

TEMPORARY CONSTRUCTION EASEMENT

Beginning at the southwest corner of the permanent easement; thence 40 feet west; thence north for 224 feet; thence east for 40 feet; thence south for 224 feet along the west boundary of the permanent easement to the true point of beginning,

upon the same terms and conditions as set forth in said easement dated the 31st day of January, 1968.

IN WITNESS WHEREOF, the parties have caused this Amendment to Easement to be signed on the day and year first above written.

Roy Tibbals Wilson

Roy Tibbals Wilson

Roy Tibbals Wilson, Grantor

METROPOLITAN UTILITIES DISTRICT OF OMAHA, Grantee

By [Signature]
General Manager

Approved to Record
[Signature]
Assistant General Counsel
11-7-71

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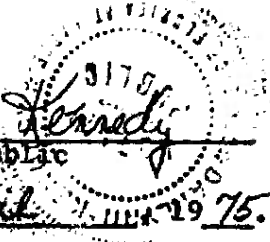
BOOK 503 PAGE 672

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

On this 5th day of October, 1971, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roy Tibbals Wilson, to me personally known to be the identical person whose name is affixed to the foregoing instrument as Grantor, and he acknowledged said instrument to be his voluntary act and deed.

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

Harlyn Kennedy
Notary Public



My commission expires the 21st day of April, 1975.

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RECEIVED

1971 OCT 12 AM 9 04

CHARLES OSTLER,
REGISTERED CLERK
DOUGLAS COUNTY, FLORIDA

THE STATE OF FLORIDA
Douglas County
Entered in Numbered Index
for Record in the office of the Registrar
of Deeds of said County and recorded in
Book 503 of Deeds
Page 671

E. Harold O'Neil
Register of Deeds

By _____
Deputy

M. Y. J.
Harlyn Kennedy
Notary Public

18-15-12
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18-15-12