

WAIVER AGREEMENT

57-628

THIS AGREEMENT, between METROPOLITAN UTILITIES DISTRICT, First Party, and

Thomas J. and Roxanne S. Hampton

Second Party, WITNESSETH:

That, for good and valuable consideration, a license, privilege or permit shall be granted to the Second Party, subject to the rules and regulations of the said METROPOLITAN UTILITIES DISTRICT, which rules are made a part hereof by this reference, to make a connection for the supply of water to the premises on the following-described real estate, situated in the County of Douglas, State of Nebraska, and more particularly described as follows, to wit:

Tax Lot 18A in SE 1/4 of NW 1/4 Section 20-14-13

IN CONSIDERATION of the foregoing, said Second Party, being the owner of the above-described real estate, agrees, in the event said above-described real estate shall be now or hereafter included in a Water Main District and become subject to assessment for the extension of a water main in said District, that said Second Party will and does hereby waive all objections to the creation of said Water Main District and to the levy and assessment of a special tax against said real estate to pay the cost of said extension of a water main in said Water Main District; and that for any distribution main laid abutting the property described herein, Second Party will pay the connection charge (less any private line fee paid) in accordance with Part X, 3, of the Rules and Regulations of First Party.

IT IS FURTHER AGREED that the permit granted hereunder shall be for a period of ten (10) years from the date of execution of this Agreement. At the expiration of the 10-year period, the owner of the property shall abandon the private water line in accordance with the Rules and Regulations and shall connect to any water main abutting the property at that time after payment of all connection charges and applicable fees. If a water main abutting the property does not exist at the end of such period, the owner or agent may apply for an extension of the permit for an additional period of ten (10) years or until such time within such 10-year period as a water main abutting the property is constructed.

IT IS UNDERSTOOD that this Agreement shall run with the property and be binding upon the parties hereto, their successors, grantees, heirs or representatives.

WITNESS our hands this 21 day of May, 19 84.

APPROVES:

Randall W. Owens
LAW DEPT. 6-28-84

5⁵⁰ METROPOLITAN UTILITIES DISTRICT

WITNESS:

Phyllis Brown

By Thomas J. Hampton

PAGE 628

1984 AUG 27 AM 10:15

Roxanne Hampton

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

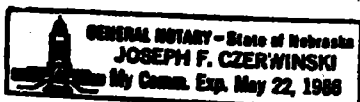
Carl H. Hildebrand
REGISTER OF DEEDS

On this 22 day of May, 19 84, before the undersigned, a Notary Public in and for said State of Nebraska, appeared

ROXANNE HAMPTON

personally known to me to be the person whose name is/are affixed to the foregoing instrument, and acknowledged the same to be Free and voluntary act and deed and the voluntary act and deed of the above-named corporation.

WITNESS my hand and seal the day and date last above written.



Joseph F. Czerwinski
Notary Public
09248

58-2639

KNOW ALL MEN BY THESE PRESENTS:

That Huntington Park Investment Partnership, hereafter referred to as "GRANTOR", in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 63 OF SARPY COUNTY, NEBRASKA, hereinafter referred to as "DISTRICT", and to its successors and assigns, a permanent easement for the right to enter upon the hereinafter described land, and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or street, together with such related appurtenances as may be necessary, on, over and across said land, subject to the limitations hereinafter described.

See Exhibit "A"

To have and to hold unto said District, its successors and assigns,
for the benefit of the general public.

It is further agreed as follows:

(1) DISTRICT will install, maintain and repair concrete paving 36 feet in width, in the easementway, no part of the cost of which shall be borne by the GRANTOR, all of said costs to be borne by DISTRICT, or its successors in interest.

(2) GRANTOR confirms with DISTRICT and its successors and assigns that GRANTOR is well seized in fee of the above described property and that GRANTOR has the right to grant and convey this easement in the manner and form aforesaid and that GRANTOR will, and GRANTOR'S successors and assigns shall, warrant said easement against the lawful claims and demands of all persons. This easement shall run with the land.

(3) That this instrument contains the entire agreement between the parties; that there are no other or different agreements or understandings between GRANTOR and DISTRICT or its agents; and that GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the DISTRICT or its agents or employees except as are herein set forth.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 14th day of November 1985.

~~Huntington Park Investment Partnership~~

By William L. Olson
William L. Olson, General Partner

State of Nebraska)
)ss:
County of Douglas)

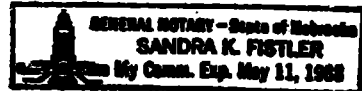
The foregoing instrument was acknowledged before me by William L. Olson, General Partner of Huntington Park Investment Partnership, to be his voluntary act and deed for the purpose therein indicated on the 14th day of November, 1985.

FILED SAMPY CO., NE
BOOK 58 OF minutes
PAGE 2639

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Carl A. Hibbels
REGISTER OF DEEDS

~~Notary Public~~



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58-2639A

EXHIBIT "A"

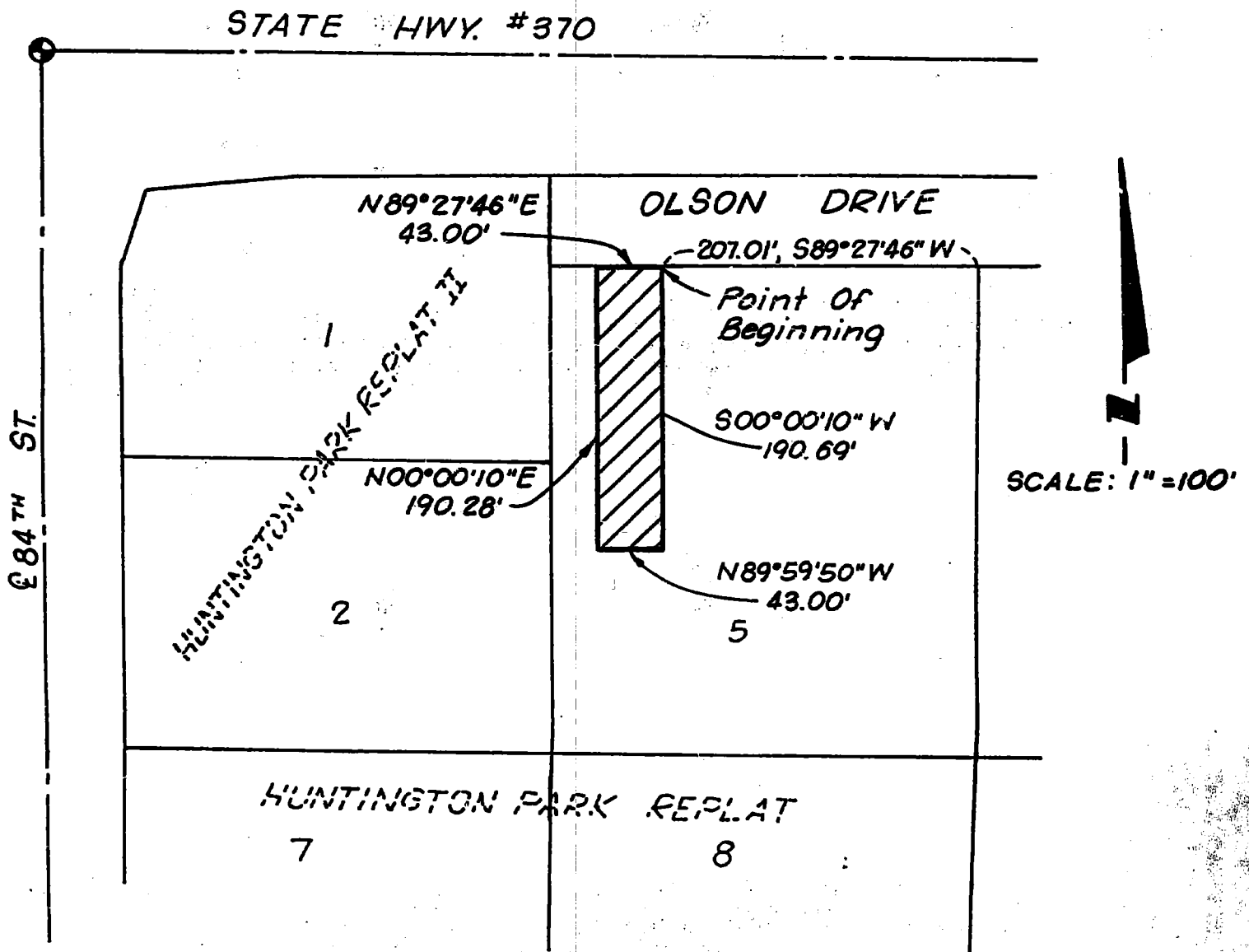
LEGAL DESCRIPTION

INGRESS AND EGRESS EASEMENT

An Ingress and Egress Easement located in part of Lot 5, Huntington Park Replat, a subdivision located in the Southwest 1/4 of Section 35, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the point of intersection of the East line of said Lot 5, Huntington Park Replat and the South right-of-way line of Olson Drive, said point also being the Northeast corner of said Lot 5, Huntington Park Replat; thence S89°27'46"W (assumed bearing), along said South right-of-way line of Olson Drive, a distance of 207.01 feet to the Point of Beginning; thence S00°00'10"W, a distance of 190.69 feet; thence N89°59'50"W, a distance of 43.00 feet; thence N00°00'10"E, a distance of 190.28 feet to a point on said South right-of-way line of Olson Drive; thence N89°27'46"E along said South right-of-way line of Olson Drive, a distance of 43.00 feet to the Point of Beginning.

Said Ingress and Egress easement contains an area of 0.188 acres, more or less.



#84035

SURVEYOR'S CERTIFICATE

I hereby certify that I have made a ground survey of the subdivision described herein and that temporary monuments have been placed as shown on the within plat and that a bond has been furnished to the County of Sarpy to insure placing of permanent monuments and stakes at all corners of all lots, streets, avenues, angle points, and ends of all curves in Huntington Park Replat, a replat of part of Lots 1, 2 and 3, Huntington Park, and all of Tax Lot 8, all in the SW 1/4 of Section 35, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Said part of Lots 1 and 2, Huntington Park, and all of Tax Lot 8, more particularly described as follows:

Commencing at the Northwest corner of said SW 1/4 of Section 35; thence 300°00'10"W (assumed bearing) along the West line of said Section 35, a distance of 545.52 feet to the Northwest corner of said Tax Lot 8, said corner also being the Point of Beginning; thence N89°32'10"E, along the North line of said Tax Lot 8, a distance of 50.00 feet to a point on the East right-of-way line of 84th Street; thence N00°00'13"E, along said East right-of-way line of 84th Street, a distance of 403.42 feet; thence N16°34'31"E, along said East right-of-way line of 84th Street a distance of 52.75 feet to the point of intersection of said East right-of-way line of 84th Street and the South right-of-way line of State Highway #370; thence N04°17'32"E, along said South right-of-way line of State Highway #370, a distance of 100.50 feet; thence N89°27'46"E, along said South right-of-way line of State Highway #370, a distance of 326.78 feet to the point of intersection of said South right-of-way line of State Highway #370 and the West line of said Tax Lot 8; thence S89°32'10"W, along said West line of Tax Lot 8, a distance of 50.00 feet to the Southwest corner of said Tax Lot 8, said corner being on said West line of Section 35; thence N00°00'10"E, along said West line of Section 35, a distance of 150.00 feet to the Point of Beginning.

Also said part of Lot 3, Huntington Park, more particularly described as follows:

Commencing at the Northeast corner of said SW 1/4 of Section 35; thence S00°10'30"W (assumed bearing) along the East line of said SW 1/4 of Section 35, a distance of 218.80 feet to a point on said South right-of-way line of State Highway #370, said point also being the Point of Beginning; thence continuing S00°10'30"W, along said East line of the SW 1/4 of Section 35, a distance of 1095.62 feet to a point on the West line of the Chicago, Rock Island and Pacific Railroad, a distance of 502.75 feet to the Southeast corner of said Lot 3, Huntington Park; thence N67°23'34"W, along the South line of said Lot 3, Huntington Park, a distance of 1042.89 feet to the Southeast corner of said Lot 4, Huntington Park; thence N22°08'01"W, along the East line of said Lot 4, Huntington Park, a distance of 522.13 feet to the Northeast corner of said Lot 4, Huntington Park, said corner being on the Southern right-of-way line of Huntington Parkway; thence along said Southern right-of-way line of Huntington Parkway on the following described course: thence Southeasterly on a curve to the right, with a radius of 565.29 feet, a distance of 113.80 feet, said curve having a long chord which bears S82°34'06"E, a distance of 113.61 feet; thence Northerly on a curve to the left with a radius of 243.60 feet, a distance of 476.40 feet; thence N08°31'20"W, a distance of 253.37 feet; thence N00°04'53"W, a distance of 246.15 feet to the point of intersection of said Easterly right-of-way line of Huntington Parkway and said South right-of-way line of State Highway #370; thence S83°56'20"E, along said South right-of-way line of State Highway #370, a distance of 94.07 feet; thence S83°56'20"E, along said South right-of-way line of State Highway #370, a distance of 482.85 feet; thence S74°13'5"E, along said South right-of-way line of State Highway #370, a distance of 421.04 feet to the Point of Beginning.

Don W. Elliott

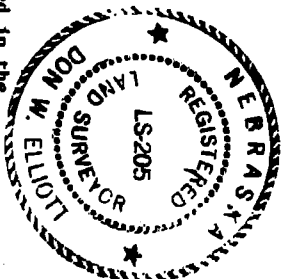
L.S. 205

Date

4-3-76

DEDICATION

Known by all these presents we Charles G. Smith and Melville M. Smith, husband and wife, owners of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as Huntington Park Replat and we do hereby ratify and approve of the dedication of our property as shown on this plat, and we do hereby dedicate to the public for public use, the streets and easements as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Inc., a Bell Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception thereof, on, over, through, under and across a Five (5') foot wide strip of land adjoining all side boundary lot lines; and Eight (8') foot wide strip of land adjoining the rear boundary lines of all lots.



ELLIOTT & BLACK

SUITE 100

8801 WEST CENTER ROAD

OMAHA, NEBRASKA 68124

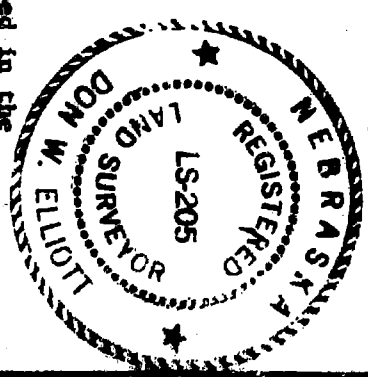
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PARK REPLAT

N, NEBR.

right-of-way line of State Highway 730; thence more or less along said right-of-way line of State Highway 730, a distance of 94.07 feet; thence S83°56'20"E, along said South right-of-way line of State Highway #370, a distance of 482.85 feet; thence S74°13'15"E, along said South right-of-way line of State Highway 730, a distance of 421.04 feet to the Point of Beginning.

Don W. Elliott
Don W. Elliott L.S. 205 Date 4-3-76



DEDICATION

Known by all these presents we Charles G. Smith and Nellie M. Smith, husband and wife, owners of the property described in the certification of survey and embraced within this plat have caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter known as Huntington Park Replat and we do hereby ratify and approve of the disposition of our property as shown on this plat, and we do hereby dedicate to the public for public use, the streets and easements as shown on this plat. We do further grant a perpetual easement to the Omaha Public Power District, Omaha Public Telephone Company, their successors and assigns, to erect, operate, maintain, repair and renew, poles, wires, crossarms, down guys and anchors, cables conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception thereof, on, over, through, under and across a Five (5') foot wide strip of land adjoining all side boundary lot lines; and Eight (8') foot wide strip of land adjoining the rear boundary lines of all interior lots; and a Sixteen (16') foot wide strip of land adjoining the rear boundary lines of all exterior lots, provided however, that said side lot easements are granted upon the specific condition that if either of said utility companies fail to utilize said side lot easements within Sixty (60) months of the date hereof, or if any poles, wires or conduits are constructed but hereafter removed without replacement within Sixty (60) days after their removal, then this side lot easement shall automatically terminate and become void as to such unused or abandoned easement ways. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. Said Sixteen (16') foot wide easement will be reduced to an Eight (8') foot wide strip when the adjacent land is surveyed, platted and recorded if said Sixteen (16') foot easement is not occupied by utility facilities and if requested by the owner. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof we do set our names this 10th day of May, 1976.
Charles G. Smith Charles G. Smith
Nellie M. Smith Nellie M. Smith

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 10th day of May, 1976, before me, the undersigned, a Notary Public in and for said County personally came Charles G. Smith and Nellie M. Smith, Husband & Wife to me personally known to be the identical persons whose names are