

Affects Lot 202

BOOK 847 PAGE 662

PROJECT NO. C28(267)

RECEIVED

TRACT NO. 2B

FEB 25 11 10 AM '88

EASEMENT

THIS INDENTURE, made this 30th day of March, 1988 between James B. Lose, Trustee

hereinafter referred to as "Grantor(s)," and the County of Douglas, State of Nebraska, hereinafter called "County."

WITNESSETH:

That said Grantor(s) in consideration of the sum of Two Hundred Dollars (\$200.00) and other valuable consideration, to Grantor(s) in hand paid by said County, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said County and its assigns forever, a drainage easement for the right to use, construct, build, maintain, repair and construct a drainage ditch and/or culvert, together with all appurtenances, structures, and other applicable works pertaining to such drainage facility in, through, over or under the parcel of land described as follows, to wit:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE S. 86° 54' 48" W. (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 287.50 FEET; THENCE S. 03° 05' 12" E., 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 03° 05' 12" E., 63.00 FEET; THENCE S. 86° 54' 48" W., 25.00 FEET; THENCE N. 03° 05' 12" W., 68.00 FEET; THENCE N. 86° 54' 48" E., 25.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,700 SQUARE FEET (0.04 ACRES) MORE OR LESS.

No buildings, improvements or structures shall be placed in, on, over or across said easements by undersigned, its successors and assigns without express approval of Douglas County. Any trees, grass and shrubbery placed on said easement shall be maintained by Grantor, its successors and assigns.

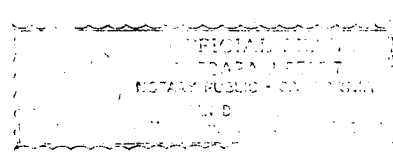
Said County shall cause any trench made on aforesaid realty to be properly refilled, seeded or sodded, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the County in connection with any of said construction and work. Said County shall maintain its culvert and/or ditch in good order so as to protect Grantor's lands from damage on account of improper failure of maintenance.

7050 1150

Said Grantor for itself and its successors and assigns does confirm with the said County and its assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said County and its assigns against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written. James B. Lose, Trustee. Includes recording information: BK 847 N 10-14 11MA C/O FEE 5.30, PG 662 N 10-14-88 DEL 11 MC WS, California, STATE OF NEBRASKA, COUNTY OF San Diego, COMP RW.

The foregoing instrument was acknowledged before me March 30, 1988, by James B. Lose, Trustee, proven to me on the basis of satisfactory evidence to be the within named person****



Signature of Person Taking Acknowledgement: Notary Public. Title.

NOTICE

METROPOLITAN UTILITIES DISTRICT

to

Job No. WCU 4615

WHOM IT MAY CONCERN:

Notice is hereby given that Metropolitan Utilities District has, under its construction order procedure, installed a water main, in the following streets:

On 156th Street between "Y" St. and "Q" St. and on "Q" St. between 156th St. and 150th St.

in Omaha, Douglas County, Nebraska, or adjoining said city, abutting the lots or parcels of land described below:

- East 132' except street of the north 1146'± in the SE¼ of the NE¼ of Sec. 10-14-11E
- East 150' except street of the south 1287'± in the NE¼ of the NE¼ of Sec. 10-14-11E
- South 150' except street of the SW¼ of the SW¼ of Sec. 2-14-11E
- South 132' except street of the SW¼ of the SW¼ of Sec. 2-14-11E
- South 132' except street of the west 260'± in the SW¼ of the SE¼ of Sec. 2-14-11E
- North 132' except street of the west 260'± in the NW¼ of the NE¼ of Sec. 11-14-11E
- North 150' except street of the east 450'± in the NE¼ of the NW¼ of Sec. 11-14-11E

31
 THIS INSTRUMENT IS FILED AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 14 March 1974 at 2:54 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 3.75

A connection charge of \$4.35 per foot will be made as to each of said lots or parcels of land whose owners apply for, and receive, service from such main. This charge is in lieu of an assessment which would have been made if said main had been installed under the statutory procedure for main extensions. The connection charge may be paid in full, or in installments, as provided by the Rules and Regulations of Metropolitan Utilities District.

When the connection charge has been paid in full by the owner of a lot, a receipt will be issued and may be recorded by him. Inquiry may be made of the New "Services" Section of Metropolitan Utilities District as to whether a connection to said main has been made as to any one of the lots or parcels of land hereinabove described, and the amount of the connection charge remaining unpaid, if any.

Omaha, Nebraska, March 8, 1974

METROPOLITAN UTILITIES DISTRICT
By S. A. [Signature]

Affects Lot 202?

Tracts of Land owned by MUD.

AFFIDAVIT

BOOK 930 PAGE 402

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) S

THI
1990, by
(herein
Bowsman

W. L. STRONG, being first duly sworn on oath, states:

1. I am the General Counsel for the Metropolitan Utilities District of Omaha, one of two parties recited in the attached five-page Agreement, dated June 8, 1990; and

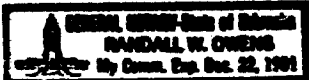
2. The attached Agreement is a true and accurate copy of the original.

Further Affiant sayeth naught.

WHI
1986, a
Douglas
tempora
10, Tow
County,

W. L. Strong
W. L. Strong

SUBSCRIBED AND SWORN TO before me, the undersigned, a Notary Public in and for the State of Nebraska, this 26th day of June, 1990.



Randall W. Owens
Notary Public

Misc A

MUD 12537
11

SK 930 N 3/C/O FEE 30.00
402-407 N 10-14-11 DEL W MG W
OF Misc COMP 5 FIB 01-6000

RECEIVED
JUL 11 2 20 PM '90
GEORGE J. LEWIS
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

AGREEMENT

BOOK 930 PAGE 403

THIS AGREEMENT entered into this 8th day of June, 1990, by and between Metropolitan Utilities District of Omaha (herein called "District") and James B. Lose, Trustee of the Bowsman Trust (herein called "Owner").

WHEREAS, the District has by Deed dated the 28th day of July, 1986, and recorded in Book 1784, Page 374 of the Register of Deeds, Douglas County, Nebraska, acquired three parcels of land, and temporary easement for access located in the NE Quarter of Section 10, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows, and

TRACT I

A parcel of land in the NE 1/4 of Section 10, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Misc A.

Beginning at a point 33 feet west of SE corner of the NE 1/4 of Section 10, Township 14 North, Range 11 East of the 6th P.M.; thence west along the 1/4 section line for a distance of 92 feet; thence 90° North a distance of 35 feet; thence 90° East a distance of 92 feet; thence 90° south a distance of 35 feet to the point of beginning. Said tract of land contains .07 acres more or less.

TRACT II

A tract of land in the NE 1/4 of Section 10, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

BY _____ N _____ C/O _____ FEE 25.50
OF _____ N _____ DEL _____ MC _____
OF _____ COMP _____ F/B _____

Beginning at a point 33 feet south of the NW corner of the NE 1/4 of Section 10; Township 14 North, Range 11 East of the 6th P.M.; thence south along the 1/4 section line for a distance of 92 feet; thence 90° East a distance of 35 feet; thence 90° North a distance of 92 feet; thence 90° West a distance of 35 feet to the point of beginning. Said tract of land containing .07 acres more or less.

EASEMENT TO TRACT III

That part of the N.E. 1/4 of Section 10, T14N, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the N.E. corner of said N.E. 1/4; thence Westerly on the North line of said N.E. 1/4, 33.00 feet; thence Southerly on a line 33.00 feet West of and parallel to the East line of said N.E. 1/4, 33.00 feet to the point of beginning; thence continuing Southerly on a line 33.00 feet West of and parallel to the East line of said N.E. 1/4, 52.00 feet; thence Westerly on a line 85.00 feet South of and parallel to the North line of said N.E. 1/4, 92.00 feet; thence Northerly on a line 125.00 feet West of and parallel to the East line of said N.E. 1/4, 52.00 feet; thence Easterly on a line 33.00 feet South of and parallel to the North line of said N.E. 1/4, 92.00 feet to the point of beginning, except that portion conveyed to Douglas County, Nebraska, and recorded in Book 1822, page 736. Said tract now contains 0.06 acres more or less.

Beginning at a point 33 feet West and 35 feet South of the NE corner of Section 10, Township 14 North, Range 11 East of the 6th P.M.; thence south along the right of way of 156th Street a distance of 85 feet; thence 90° West a distance of 17 feet; thence 90° North a distance of 85 feet; thence 90° East a distance of 17 feet to the point of beginning. Said tract of land contains .03 acres more or less.

WHEREAS, the District has drilled and installed water wells and well houses on said tracts and now finds that additional well

drilling and construction is necessary to insure proper water pumping operations, which requires the acquisition of a temporary construction easement consisting of a tract 20' by 75' lying adjacent to and south of Tract III and a tract 72' x 100' lying adjacent to and west of Tract III.

WHEREAS, the Owner desires to have the option of purchasing the previously deeded property above described at such time as the District determines it ceases to have use of said property and abandons the operation of water wells.

NOW, THEREFORE, in consideration of the agreements, rights, benefits and obligations hereinafter set forth, the Owner hereby grants to the District the temporary easements above described and waives any objection to drilling additional wells on land presently owned by the District.

At such time when the District determines in its sole judgment that it no longer has a need or use for any or all of the tracts of land and easements above described, the Owner shall have the option for a period of 90 days after notification by the District, to purchase said tracts and easement or any of them for a consideration of thirty-five hundred dollars (\$3,500.00) for each tract. Should the Owner exercise the option to purchase, the District will abandon the wells and either leave the buildings in place or demolish and remove the same from the premises, at the option of the owner. The District will make no warranty as to the

ACKNOWLEDGMENT

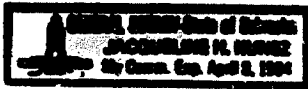
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 8th day of June, 1990, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Joseph P. Laferla, General Manager of Metropolitan Utilities District, a political subdivision of the State of Nebraska, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as said officer and the voluntary act and deed of said District.

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

Jacqueline H. Stuebing
Notary Public

My Commission expires: April 8, 1994



[CT

E

Trust

a
State
Trustee
owner,
g instru-
ed.

in