

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 26<sup>th</sup> day of February, 1935, between DEVELOPERS CONSOLIDATED, INC., a Nebraska corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including but not limited to one fire hydrant and valve box, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Sixteen (16), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the East quarter corner of said Section 16; thence S. 00°04'07" E. (assumed bearing) on the East line of said Section 16, 310.00 feet; thence S. 89°57'16" W. 731.92 feet to the point of beginning; thence N. 45°02'44" W. a distance of 200.85 feet; thence N. 00°02'44" W. a distance of 155 feet; thence S. 89°57'16" W. a distance of 20 feet; thence S. 00°02'44" E. a distance of 197.23 feet; thence S. 45°02'44" E. a distance of 141.12 feet; thence N. 89°57'16" E. a distance of 62.23 feet along the north line of an existing M.U.D. permanent easement to the point of beginning.

Said tract, as shown on the plat attached hereto and made a part hereof by this reference, contains 0.29 of an acre, more or less.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. 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, except pavement, and neither it nor they will give anyone else permission to do so.

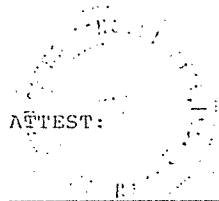
2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

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

4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person or persons executing this instrument represents he has the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor corporation.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.



ATTEST:

DEVELOPERS CONSOLIDATED, INC.,  
A Nebraska Corporation,  
Grantor

By: Michael E. Wilke  
Michael E. Wilke, President

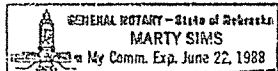
(Corporate Seal)

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
  )ss  
COUNTY OF DOUGLAS )

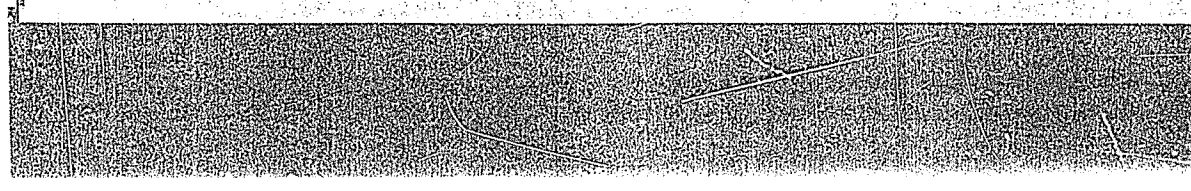
On this 28th day of February, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally came Michael E. Wilke, to me personally known to be the President of DEVELOPERS CONSOLIDATED, INC., a Nebraska corporation, and the identical person whose name is affixed to the foregoing instrument and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said corporation.

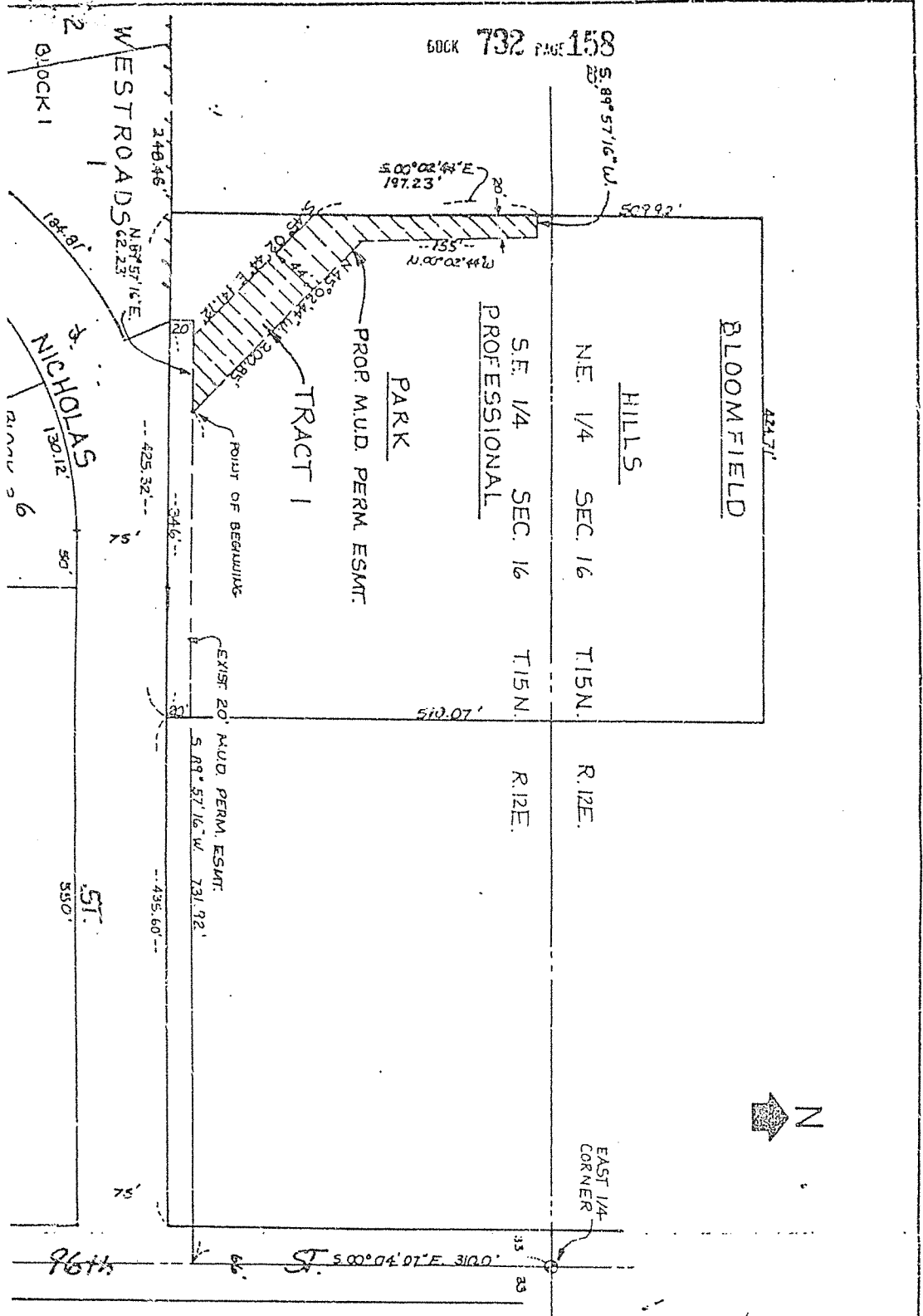
WITNESS my hand and Notarial Seal the day and year last above written.



Marty Sims  
Notary Public

My Commission expires: \_\_\_\_\_





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