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EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 17th day of May, 1984, between Brandon Park Partnership, a general partnership organized and existing under the laws of the State of Nebraska, 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 gas and water, and all appurtenances thereto, including but not limited to five fire hydrants, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several tracts in Brandon Park, a subdivision, as surveyed, platted and recorded in the City of Omaha, Douglas County, Nebraska, and more particularly described as follows:

The Easterly Ten (10) feet of Lot Two (2) and of Lot Three (3); ✓

The Easterly Ten (10) feet and Southerly Ten (10) feet of Lot Four (4); said Ten (10) feet to be continuous and parallel with the property lines of said lot;

The Easterly Ten (10) feet of Lot Five (5), of Lot six (6) and of Lot Seven (7); ✓

The Southeasterly Ten (10) feet of Lot Eight (8); ✓

The Southerly Ten (10) feet of Lot Nine (9), of Lot Ten (10) and of Lot Eleven (11); ✓

The Southerly Ten (10) feet of Lot Twelve (12) parallel to Lot Thirty (30); ✓

The Northerly Ten (10) feet of Lot Thirteen (13) parallel to Lot Thirty (30); ✓

The Northerly Ten (10) feet of Lot Fourteen (14) and of Lot Fifteen (15); ✓

The Northerly Ten (10) feet and the Westerly Ten (10) feet of Lot Sixteen (16); said Ten (10) feet to be continuous and parallel with said property lines;

The Westerly Ten (10) feet and the Southerly Ten (10) feet of Lot Seventeen (17); ✓

The Southwesterly Ten (10) feet of Lot Eighteen (18), of Lot Nineteen (19), of Lot Twenty (20), and of Lot Twenty-one (21); ✓

The Northeasterly Ten (10) feet of Lot Twenty-two (22), of Lot Twenty-three (23) and of Lot Twenty-four (24); ✓

The Northerly Ten (10) feet and the Westerly Ten (10) feet and the Westerly Ten (10) feet of Lot Twenty-five (25), said Ten (10) feet to be continuous and parallel with said property lines; ✓

The Westerly Ten (10) feet of Lot Twenty-six (26) and of Lot Twenty-seven (27); ✓

The Westerly Ten (10) feet of Lot Twenty-eight (28) lying between said Lots 25 and 26, and that portion of said Lot 28 lying west of a line running from a point Ten (10) feet east of said Lot 26 on the South lot line of Lot 27 to a point on the South lot line

of Lot 28, said line being parallel to a straight line extension of the West Lot line of Lot 27, and the Northerly Ten (10) feet of that portion of Lot Twenty-eight (28) lying between Lot 22 and Mayberry Street right of way;

The Westerly Ten (10) feet of Lot Twenty-nine (29) lying between Lots 16 and 17, and the Westerly Ten (10) feet of Lot 29 lying between Lots 12 and 13, and the Southerly Ten (10) feet of Lot 29 lying between Lot 4 and Mason Plaza, and the Southerly portion of Lot 29 bounded by Mayberry Street right of way, Lot 21, Lot 30 and the East property line of Brandon Park.

All of the above tracts are shown on the attached plat which is made a part hereof by this reference.

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 tracts of land any building or structure, except pavement, and they will not 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.

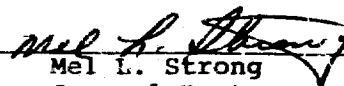
4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the 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 represent he/she/they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor partnership.

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.

BRANDON PARK PARTNERSHIP,
a General Partnership,
Grantor

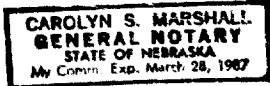
By


Mel L. Strong
General Partner

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

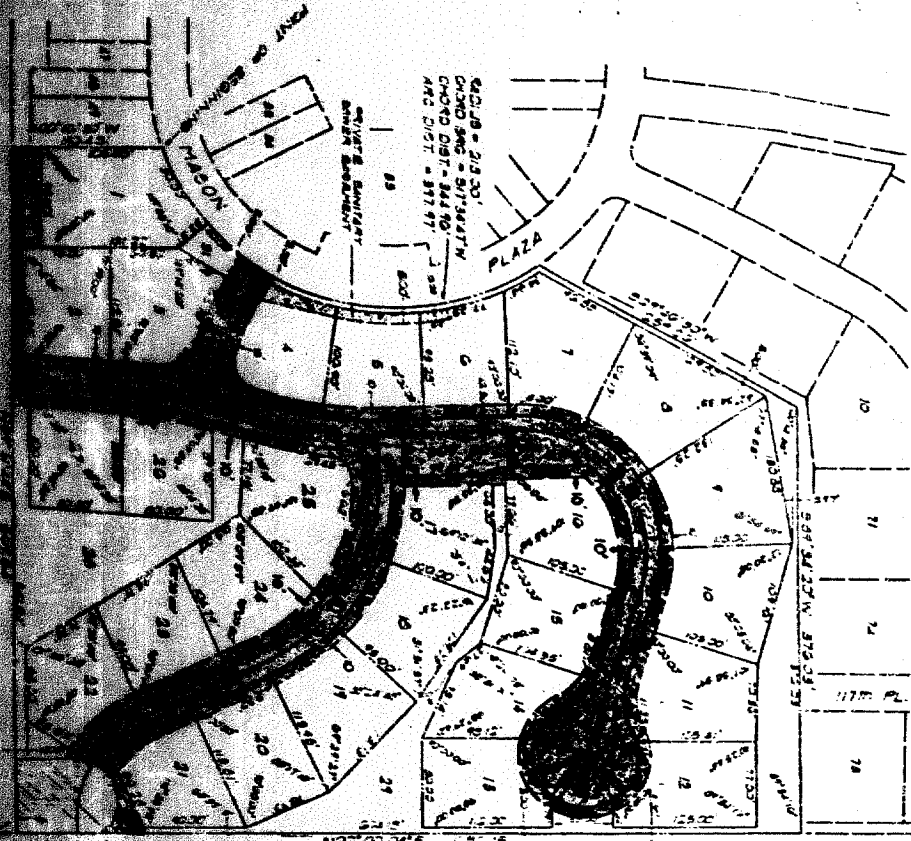
On this 17th day of MAY, 1984, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Mel L. Strong, to me personally known to be a General Partner of Brandon Park Partnership, a general partnership organized and existing under the laws of the State of Nebraska, 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 partnership.

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



Carolyn S. Marshall
Notary Public

BRANDON PARK



RECORDED
 MAY 25 PM 3:24
 METROPOLITAN DISTRICT OF OMAHA
 PUBLIC UTILITY DEPT.

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Fees 34.00
 Index [Signature]
 Copied [Signature]
89-5310
89-53

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TOTAL ACRES 1.25

LEGEND
 PERMANENT EASEMENT

LAND OWNER _____

EASEMENT ACQUISITION
 FOR CCC, 1982
WCC, 1985

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA

2 mins.