

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 3rd day of Feb., 1986, between GENERAL SALES AND INVESTMENT COMPANY, a Nebraska corporation, its successors and assigns, 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 four aboveground fire hydrants, 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 parcel in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-one (21), Township Fifteen (15) North, Range Eleven (11), East of the 6th P.M., in Douglas County, Nebraska, and more particularly described as follows:

Commencing at the Northeast Corner of said Section 21-T15-R11E; thence S.2°06'48"E. a distance of 100' more or less; thence S.87°53'12"W. a distance of 33', more or less, to the true point of beginning; thence S.85°13'15"W. a distance of 430.5', more or less; thence S.87°53'12"W. a distance of 500', more or less; thence S.83°52'22"W. a distance of 1000', more or less; thence S.87°53'12"W. a distance of 682', more or less; thence N.2°06'48"W. a distance of 120', more or less; thence S.87°53'12"W. a distance of 30' more or less; thence S.2°06'48"E. a distance of 150', more or less; thence N.87°53'12"E. a distance of 712' more or less; thence N.83°52'22"E. a distance of 1000', more or less; thence N.87°53'12"E. a distance of 500', more or less; thence N.85°13'15"E., a distance of 430.5', more or less; thence N.2°06'48"W. a distance of 30', more or less, to said true point of beginning.

Said parcel, as shown on the drawing attached hereto and made a part hereof by this reference, contains 1.91 acres, 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, including any pavement, 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. The restoration required hereunder shall include restoration resulting from settlement of the soil or pavement or surface in general arising out of the installation and maintenance contemplated by and through this easement conveyance.

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 persons executing this instrument represent they have 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.

GENERAL SALES AND INVESTMENT  
COMPANY, A Nebraska Corporation,  
Grantor

By: Mary S. Meyer Donohue  
President

ACKNOWLEDGMENT

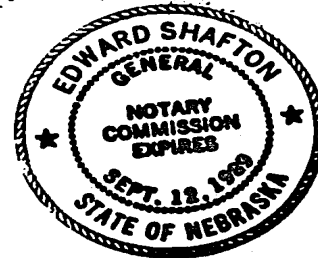
STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 3rd day of Feb, 1986, before me, the undersigned, a Notary Public in and for said State and County, personally came Mary S. Donohue, to me personally known to be the President of General Sales and Investment Company, 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.

Edward Shafon  
Notary Public

My Commission expires: Sept 12, 1989



150'  
S. 2° 06' 48" E.

1/4 SEC. LINE

PROP. W. DODGE RD.  
ROW ACQUISITION

PROP. 30' M.U.D. PERM. ESM'T.

N.E. 1/4 OF SEC. 16 T. 15 N. R. 11 E.

S.E. 1/4 OF SEC. 16 T. 15 N. R. 11 E.

1/4, 1/4 SEC. LINE

TRUE POINT OF BEGINNING



168th ST.

33' S 87° 53' 12" W

30' N 2° 06' 48" W

4305 N 89° 15' E

4205 S 95° 15' W

500 S 87° 53' 12" W

500 N 87° 53' 12" E

1000 S 83° 52' 22" W

1000 N 83° 52' 22" E

120' N 2° 06' 48" W

120' S 87° 53' 12" W

RECEIVED  
1986 FEB -6 PM 2:04  
GEORGE L. ...  
REGISTERED ...  
... NEBR.

1936 2361

Del VK Fee 15.50  
Indx 5/3 MC 21-5-11-18  
Comp 11/1  
OF 11/1

DRAWN BY 26 DATE 10-4-85  
CHECKED BY 26 DATE 10/8/85  
APPROVED BY 26 DATE 10/12/85  
REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_ DATE \_\_\_\_\_

PAGE 1 OF 1

LEGEND  
PERMANENT EASEMENT

TOTAL ACRE 1.98±

LAND OWNER  
GENERAL SALES &  
INVESTMENT CO.  
510 S. 20th ST. G8102

EASEMENT  
ACQUISITION  
FOR W.C.R. 6304-2

METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA