

**EASEMENT AND RIGHT-OF-WAY**

THIS INDENTURE, made this 17th day of August, 1995, between MENARD, INC., a Wisconsin corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee".

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 a fire hydrant and manhole cover, 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 Lot One (1) of Cornhusker Center Replat 1, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and described as follows:

Commencing in the northeasternmost corner of said Lot 1, Cornhusker Center Replat 1; thence south 90° 00' 00" west (assumed bearing), a distance of 600.80 feet; thence south 04° 53' 24" east, a distance of 53.47 feet to the point of beginning; thence north 89° 15' 49" east, a distance of 25.00 feet; thence north 04° 53' 24" west, a distance of 20.00 feet; thence north 89° 15' 49" east, a distance of 25.00 feet; thence south 04° 53' 24" east, a distance of 20.00 feet, to the point of beginning.

Said permanent easement contains 0.012 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

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

1. Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except landscaping, pavement and similar covering, none of which shall unreasonably interfere with Grantee's use and enjoyment of its easement rights herein conveyed, including but not limited to accessibility to the hydrant, and shall not permit anyone else to do so.

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2. Grantee shall restore the surface of any area excavated for any purpose hereunder, as nearly as is reasonably possible to its original condition within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor causes this Easement and Right-of-Way to be signed on the above date.

MENARD, INC.  
a Wisconsin corporation, Grantor

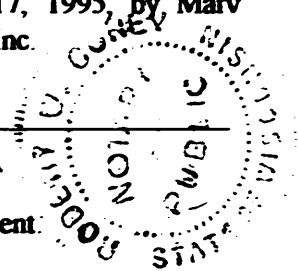
By: Marv Prochaska  
Marv Prochaska  
Vice President

ACKNOWLEDGMENT

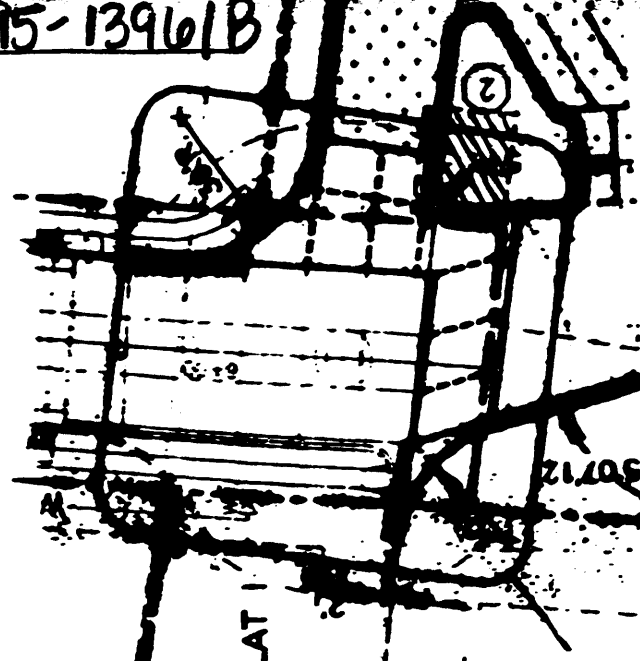
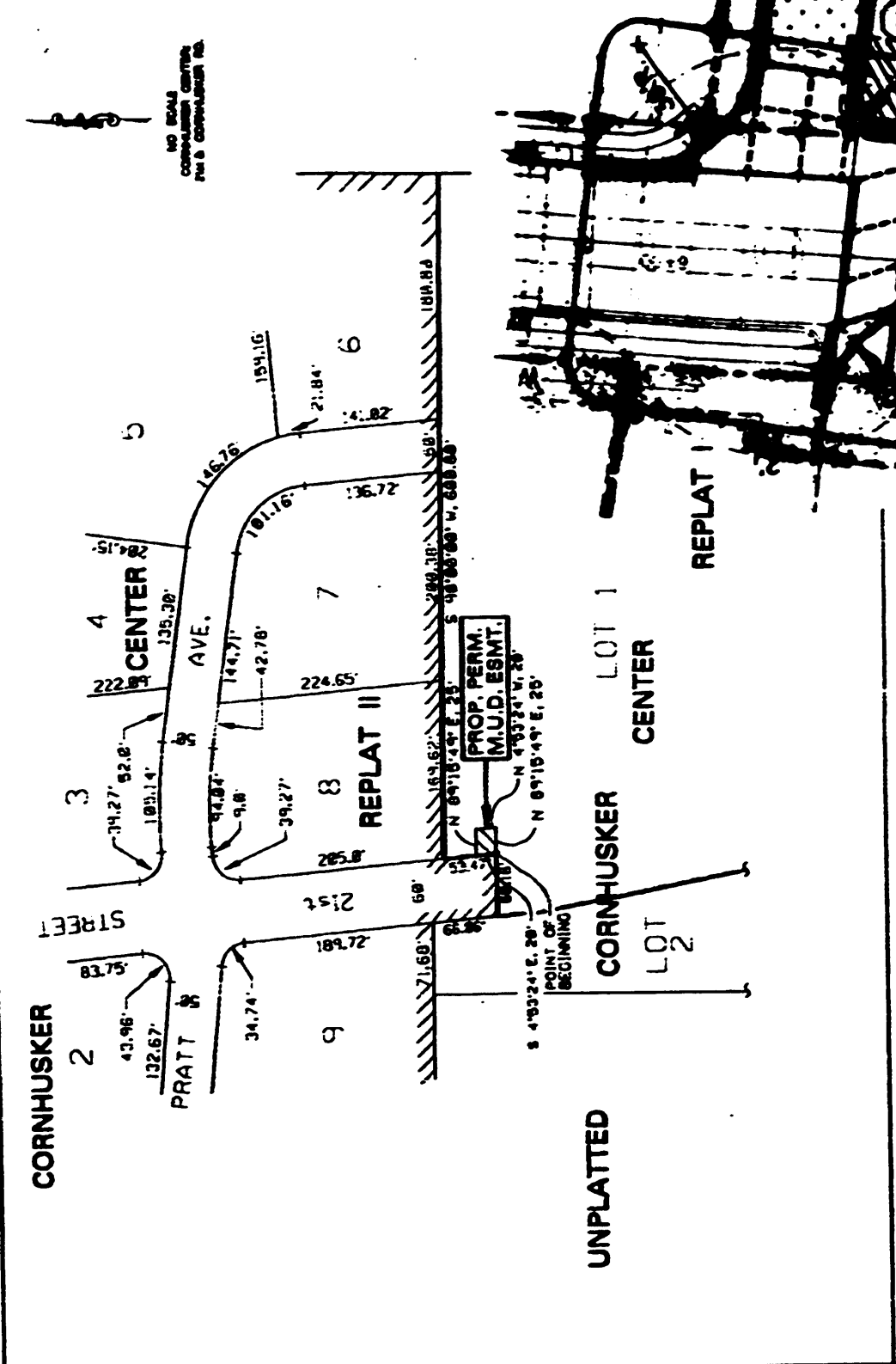
STATE OF WISCONSIN )  
  )ss.  
COUNTY OF EAU CLAIRE)

This instrument was acknowledged before me on August 17, 1995, by Marv Prochaska, in his capacity as Vice President, and on behalf of Menard, Inc.

Robert W. Corey  
Robert W. Corey  
Notary Public  
My commission is permanent.



<b>METROPOLITAN UTILITIES DISTRICT</b> OMAHA, NEBRASKA
<b>EASEMENT ACQUISITION</b> FOR <b>W.C.C. 8094</b>
<b>LAND OWNER</b> MENARDS INC. 4777 MENARD DRIVE EAGLEVIEW, WI 54703
<b>TOTAL ACRES</b> PERMANENT 0.011 ± TOTAL ACRES PERMANENT TEMPORARY
<b>LEGEND</b> <input checked="" type="checkbox"/> PERMANENT EASEMENT <input checked="" type="checkbox"/> TEMPORARY EASEMENT
<b>PAGE</b> 1 OF 1
<b>DRAWN BY</b> AM <b>DATE</b> _____ <b>CHECKED BY</b> _____ <b>DATE</b> 8-11-94 <b>APPROVED BY</b> P. J. [Signature] <b>DATE</b> _____ <b>DATE</b> _____ <b>REV. CHG'D. BY</b> _____ <b>DATE</b> _____ <b>REV. APPROV. BY</b> _____ <b>DATE</b> _____



n1/ead/dgn/proposed/water/vcc8094. Aug. 11, 1994 12:23:00

NOTE: LOCATION OF HYDRANT TO BE WITHIN THE CURBED ISLAND.

Handwritten notes and signatures at the bottom of the page, including 'C 9', 'm', and '1550'.

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