

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 31st day of October, 1984, between MIDWAY DEVELOPMENT COMPANY, a Texas partnership, 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, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts of land in Lots Forty-one (41) through Forty-six (46) and Fifty-three (53) through Fifty-Seven (57) of Empire Park Replat II, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tracts are more particularly described as follows:

The south five (5) feet of Lots Forty-One (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), and Forty-six (46).

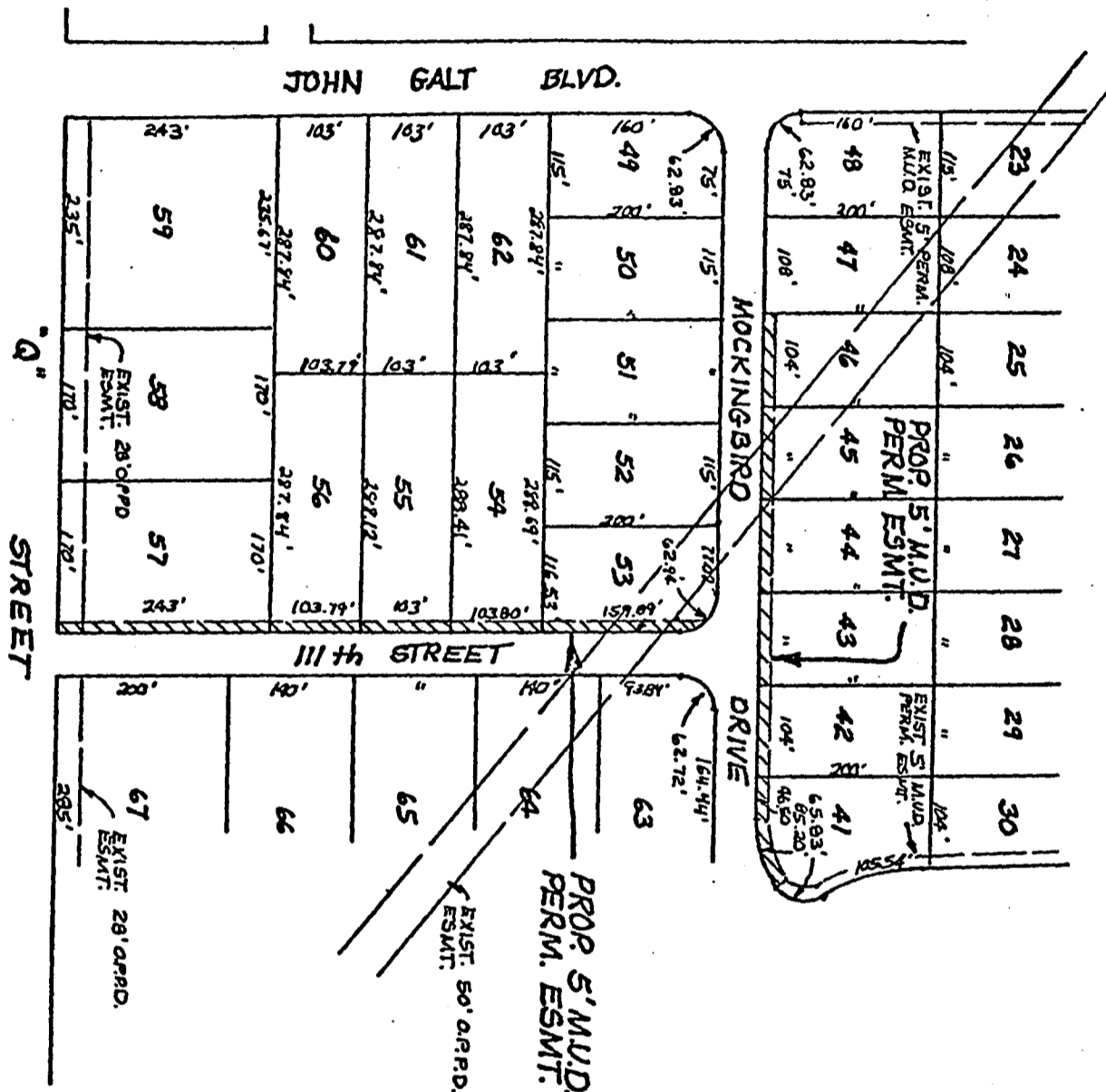
The east five (5) feet of Lots Fifty-three (53), Fifty-four (54), Fifty-five (55), Fifty-six (56), and Fifty-seven (57).

Said tracts are shown on the attached drawing which is made a part hereof by this reference. Said tracts contain 0.16 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 Grantors agree that neither they nor their 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 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

EMPIRE PARK REPLAT II



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GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NEB.

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Del 9/18/04
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Comped HB
N 88-343/344/345/347/4P
88-333
Comped HB
MC B.S.I.

DRAWN BY <u>HB</u> DATE <u>9-18-04</u>		METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
CHECKED BY <u>HB</u> DATE <u>9-24-04</u>	APPROVED BY <u>HB</u> DATE <u>9-24-04</u>	
REVIS'D BY _____ DATE _____	REV. CHK'D BY _____ DATE _____	EASEMENT ACQUISITION FOR <u>U.C.C. 6.419</u>
EV. APPROV. BY _____ DATE _____	EV. APPROV. BY _____ DATE _____	
TOTAL ACRE <u>0.16 ±</u>		LAND OWNER _____
LEGEND PERMANENT EASEMENT <input checked="" type="checkbox"/>		
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