FILED SARPY CO. NE. INSTRUMENT NUMBER 2002-32831

2002 AUG 22 F 4: 26 R

REGISTER OF DEEDS

Counter Verify_ D.E. Proof Fee \$

PERMANENT **AND**

TEMPORARY CONTRUCTION **EASEMENTS AND RIGHTS-OF-WAY**

THIS INDENTURE, made this 19 day of August, 2002 between BHI INVESTMENT CO., a Nebraska corporation, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

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, a permanent 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, and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land for the construction and maintenance of water lines and related facilities over those parts of Lots 10 and 11, Highway Crossing, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

The Northerly 70' of the Southerly 327.58' of the East 20' of Lot 11 and the East 30' of Lot 10.

This permanent easement contains 0.06371 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

A tract of land for the construction and maintenance of water lines and related facilities over those parts of Lots 11, 12 and 13. Highway Crossing, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as

The Southerly 257.58' of the Northerly 327.58' of the East 20' of Lot 11.

The Northerly 230.75' of the Southerly 250.75' of the East 20'

The Northerly 206.88' of the Southerly 216.88' of the East 20' of Lot 13.

This temporary construction easement contains 0.319 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

Clease Return: JUSTIN COUPER MUD LEGAL

1723 HARNEY

NE 68182

32831

JOD7-32831 A

TO HAVE AND TO HOLD said Permanent and Temporary Construction Easements and Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

- 1. The Grantor and its successors and assigns shall not <u>at any time</u> erect, construct or place on or below the surface of the <u>permanent easement</u> any building or structure, except paving or a similar covering, and shall not give permission to anyone else to do so, and, with respect to the <u>temporary construction easement</u>, the same prohibitions apply <u>during the effective period of this temporary conveyance</u>, which effective period shall commence upon the date of execution hereof and cease after completion of the project contemplated herein, which shall not be later than one year after the date of execution hereof.
- 2. The Grantee shall pay the fair and reasonable value for crop damage, if any, which may arise in connection with Grantee exercising the easement rights granted herein. Specifically, crop damage will only be paid in a year where Grantee digs or excavates in the easement site and such activity results in crop damage.
- 3. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
- 4. 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.
- 5. The 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 against the lawful claims of all persons claiming by, through or under Grantor, except for and subject to the rights of its tenant farmer.
- 6. Grantee shall provide reasonable vehicular and farming machinery access to the balance of the tract owned by Grantor during the term of the temporary construction easement. Grantee shall not unreasonably obstruct or interfere with free and complete access to the balance of such tract under the permanent easement.
- 7. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantors execute these Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

By: Serald E. Torczon
President

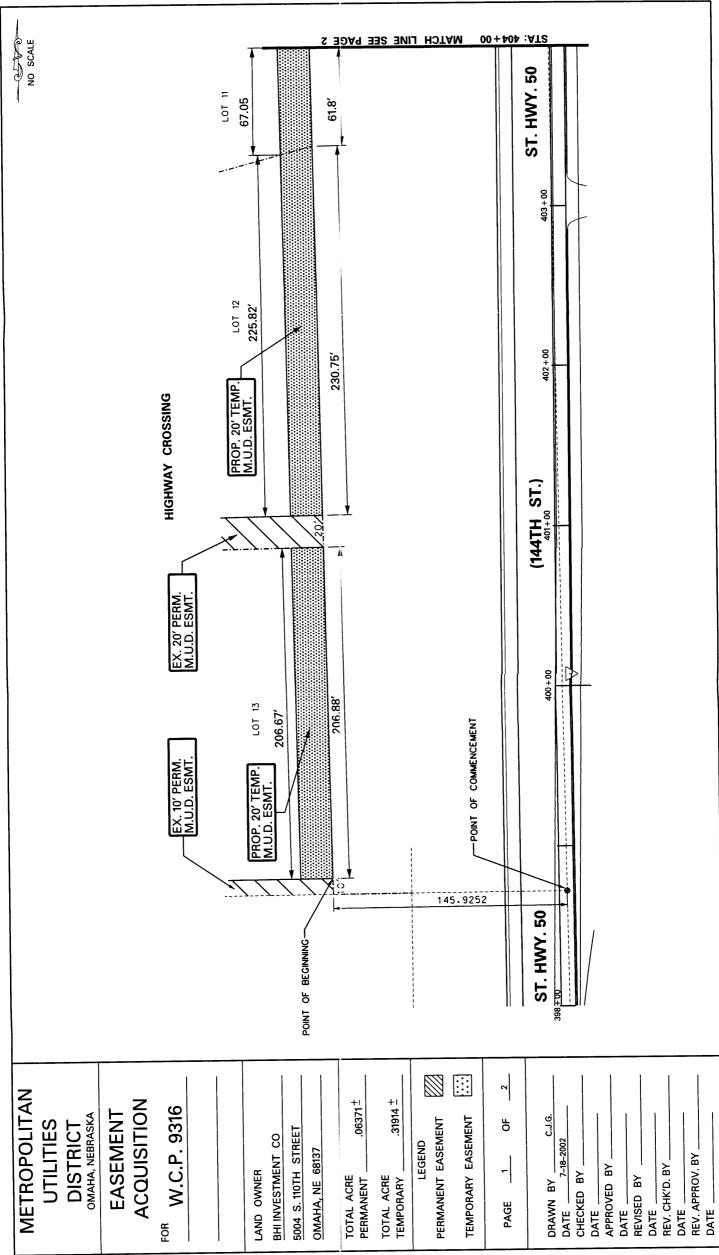
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Aug. 7, 2002 by Gerald L. Torczon, President of BHI Investment Co., a Nebraska corporation.

GENERAL NOTARY-State of Nebraska DORIS J. NICHOLSON My Comm. Exp. Jan. 29, 2004 Notary Public / Mechals

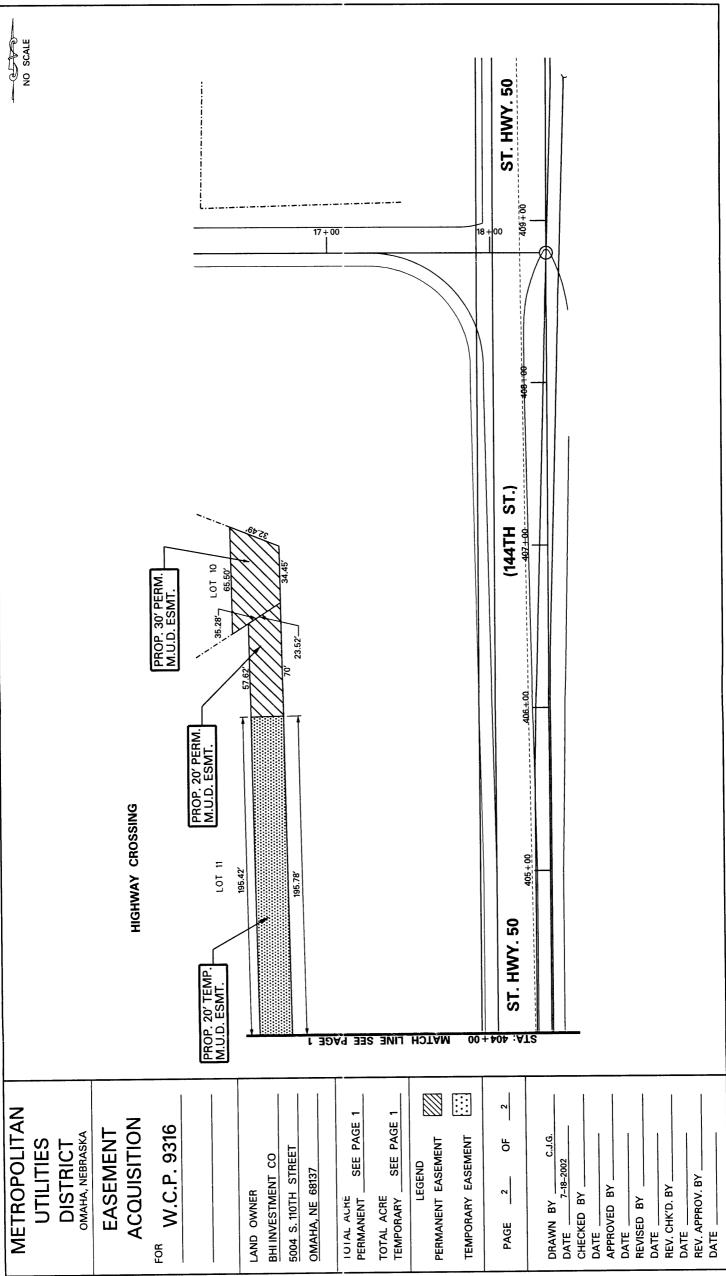
BHI INVESTMENT CO.,

JOD Z-32831 B



...\DGN\PROPOSED\WATER\wcp9316.dgn 07/30/2002 08:10:16 AM

2007-3783/C



...\DGN\PROPOSED\WATER\wcp9316.dgn 07/19/2002 01:18:05 PM