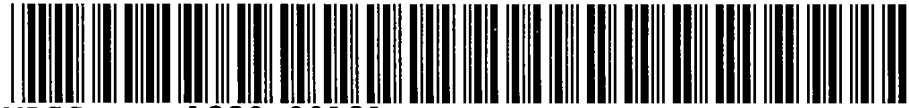




BK 0909 PG 460



MISC 1990 00181

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INDEXING
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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 1st day of December, 1989, between SPRING VALLEY X JOINT VENTURE, a Nebraska Joint Venture, 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

The East Fifteen Feet (E. 15') of the South Seventeen Feet (S. 17') of Lot Ten (10) of Spring Valley Industrial Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Said tract, containing 0.010 of an acre, more or less, is shown on the drawing attached hereto and made a part hereof by this reference.

RECORDED
JAN 3 2 48 PM '90
REGISTERED
CLERK OF RECORDS
DOUGLAS COUNTY, NE

RECEIVED

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 easement tract 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.

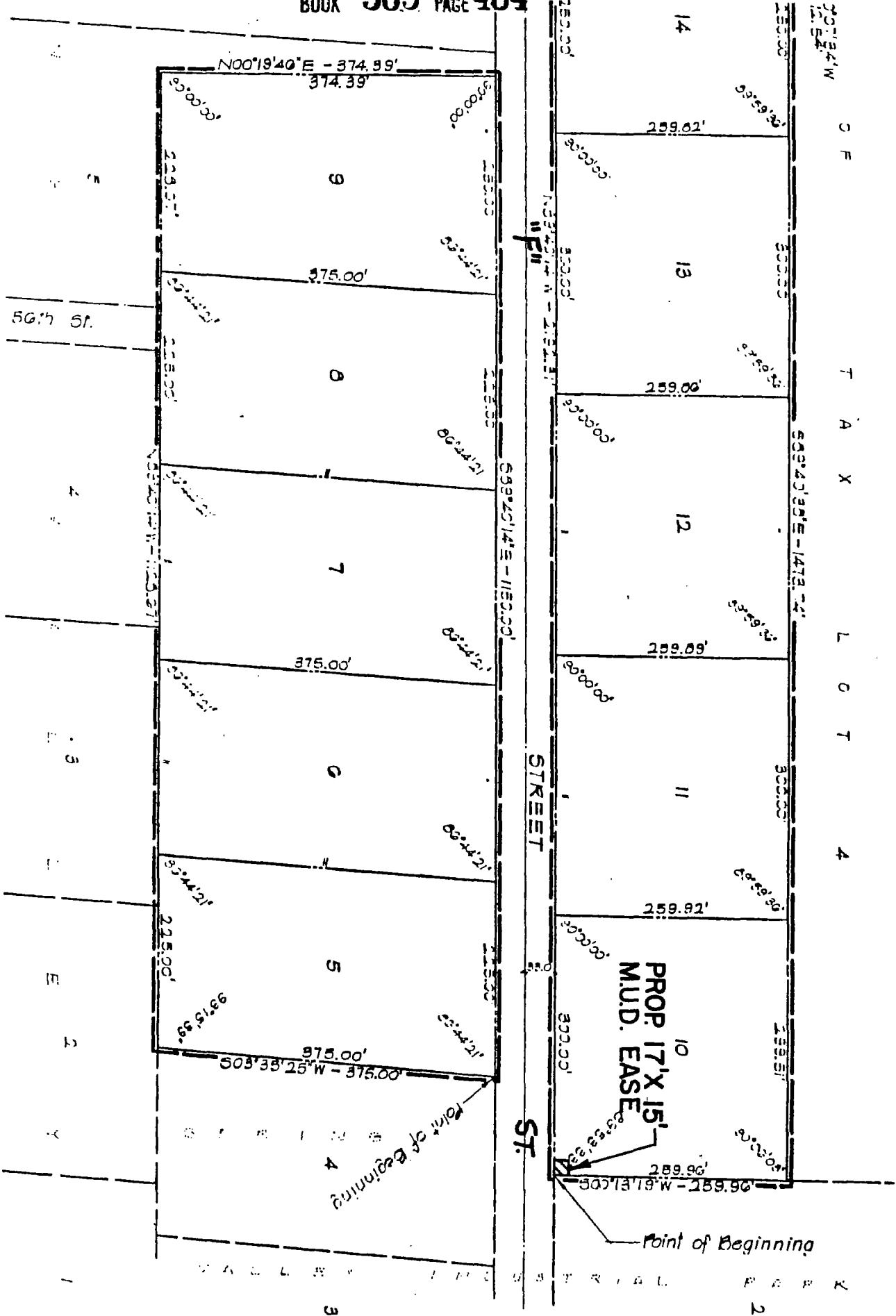
4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The persons executing this instrument represent they have the requisite authority to execute same and make this conveyance on behalf of said Joint Venture.

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.

81 main

909 N _____ C/O _____ FEE 25⁵⁰
PG 460-464 N _____ DEL VK MC WS



DRAWN BY K.D. DATE 11-1-89
 CHECKED BY M.M.P. DATE 11-7-89
 APPROVED BY IWA DATE 11/7/89
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 1

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

TOTAL ACRE _____
 PERMANENT 0.010
 TEMPORARY _____

LAND OWNER
SPRING VALLEY
JOINT VENTURE

EASEMENT
 ACQUISITION
 FOR W.C.C. 7105

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA