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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

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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 person executing this instrument represents he has the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor.

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.

MIDWAY DEVELOPMENT COMPANY, a
(Texas partnership

By James A. Moran
James A. Moran

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

On this 31st day of October, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally came James A. Moran, to me personally known to be a partner of Midway Development Company, a Texas partnership, 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 and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal the day and year last above written.

Joy Alexander
Notary Public

My Commission expires: 10/4/86



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EMPIRE PARK REPLAT II

RECEIVED

1985 FEB -7 PM 2:43

1937
GEORGE J. B. FIELDS
REGISTERED
DOUGLAS COUNTY, ILL.

**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION
FOR W.C.C. 6419**

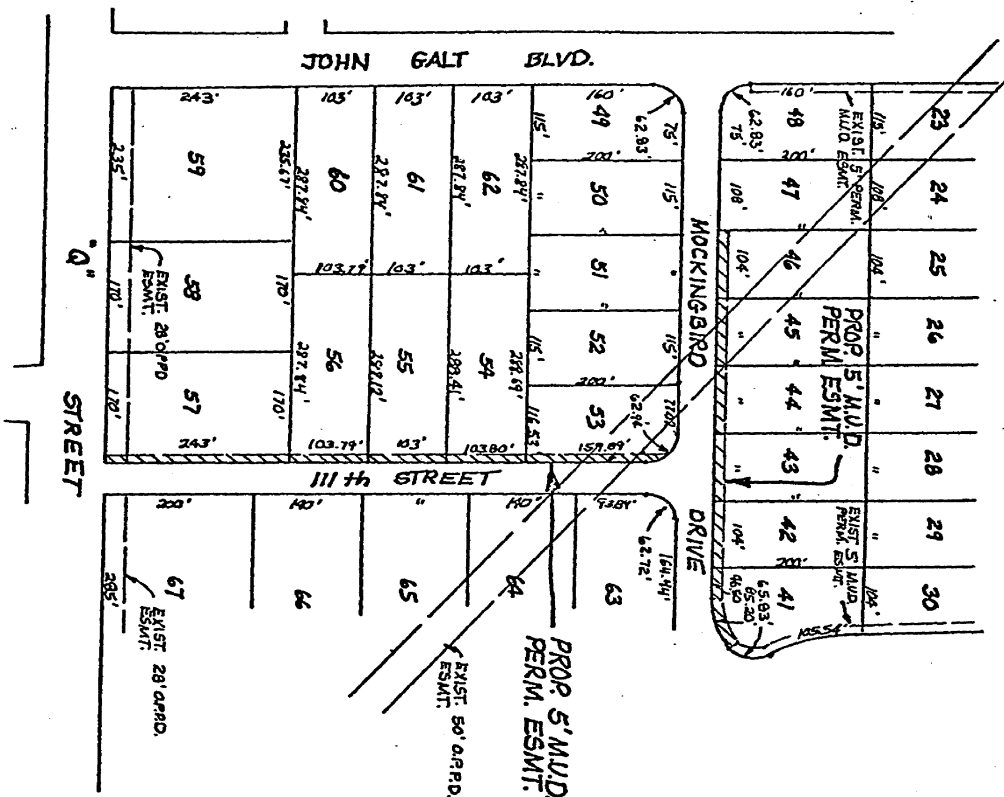
LAND OWNERSHIP

TOTAL ACRE 0.16 ±

LEGEND
PERMANENT BASEMENT 

PAGE / OF /

DRAWN BY W. J. H. DATE 9-18-84
CHECKED BY W. J. H. DATE _____
APPROVED BY W. J. H. DATE 9-24-84
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____



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Del 21
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Compd 1B
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88-333 dur
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MC BC1