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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 11th day of July, 1996, between THC, INC., a Nebraska Corporation ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

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 nonexclusive permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines and all appurtenances thereto for the transportation of water and natural gas, 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 southerly twenty (20) feet of Lots 8, 9, 10, 11, 54 and 55, and Outlots 6 and 7, Lakeside Hills Addition.

The southerly twenty (20) feet of the east 210.96 feet and the southerly twenty-five (25) feet of the west ten (10) feet of Lot 46.

The southerly twenty (20) feet of the east 481.22 feet and the southerly thirty (30) feet of the west five (5) feet of Lot 47, Lakeside Hills Addition.

The southerly thirty (30) feet of the east five (5) feet and the southerly twenty (20) feet of the west 600.94 feet of Lot 48, Lakeside Hills Addition.

The southerly seven and one-half (7.5) feet of the easterly thirty (30) feet of Outlot 4, Lakeside Hills Addition.

All as platted and recorded in Douglas County, Nebraska, said tracts containing 1.360 acres, more or less, and as shown on the attached drawing.

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

1. The Grantor agrees that neither it nor its successors or assigns shall at any time erect, construct or place on or below the surface of the easement tracts any building or similar structure, except pavement and other such covering, and Grantor shall not give anyone else permission to do so. The Grantor retains the right to landscape the easement area with berms, shrubs and

RETURN: DAN CROUCHLEY
MUD
1723 MARNEY ST
OMAHA NE 68102

7945 FEE 21.00 R Comp FB MI-21555
DEL C/O COMP
LEGAL PG SCAN FW

other plant materials. The Grantor also retains the right to install trees in the easement areas provided that the trees do not unreasonably interfere with Grantee's use and enjoyment of its rights under this easement. The Grantor also retains the right to construct entry markers, signs, monuments and water features in any of the above described Outlots.

2. The Grantee shall have the right to install hydrants and flush with the ground cc boxes and valve covers, as are reasonably necessary, in the easement parcels, but shall not have the right to install any other above ground facilities.

3. The Grantee shall restore the surface of the pavement and other such covering, soil and any shrubs, berms, grasses, and sod excavated or damaged by Grantee for any purpose hereunder, as near as may be reasonably possible to the original contour and condition, as soon as is reasonably possible after any work in the easement area is performed by Grantee.

4. Grantee shall compensate Grantor on a reasonable basis for any entry upon the easements for future maintenance, repair or replacement of mains if such entry causes the actual loss of the use of any parking facilities or other similar uses.

5. Nothing herein 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.

6. The Grantor represents that it is the lawful possessor of the easement areas and it has good right and lawful authority to enter into and execute this easement to Grantee, subject to any prior easements granted to Omaha Public Power District, U.S. West Communications and any cable television company.

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

THC, INC., a Nebraska Corporation,
Grantor

By: Joseph P. Laferla
Joseph P. Laferla
Title: Its President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 19th day of July, 1996, by Joseph P. Laferla, President of THC, Inc., a Nebraska corporation, on behalf of the corporation.

**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR **W.C.P. 7585-1**

LAND OWNER

THC, INC.

6901 N. 72nd ST.

OMAHA, NE 68122

TOTAL ACRE

PERMANENT 1.360±

TOTAL ACRE

TEMPORARY 1.686±

LEGEND

PERMANENT EASEMENT

TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY SAM

DATE 4-26-95

CHECKED BY LJ

DATE 1-31-96

APPROVED BY

DATE 1-31-96

REVISED BY

DATE

REV. CHK'D. BY

DATE

REV. APPROV. BY

DATE

