

RECEIVED

JUN 6 3 32 PM '94

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this ^{5th} ~~14th~~ day of ^{May} ~~June~~, 1994, between ELAINE C. SPETHMAN, an individual and Personal Representative of the Estate of Lyle A. Spethman; SHIRLEY KEMPNICH, an individual; VIRGINIA A. SPETHMAN, an individual, and HEGER FARMS, INC., a Nebraska Corporation and Tenant, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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 gas and water and all appurtenances thereto, including but not limited to hydrants, air reliefs, and manhole covers, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT AND TEMPORARY EASEMENT

Two tracts both in the Northeast and in the Southeast Quarter (NE 1/4, SE 1/4) of the Southeast Quarter (SE 1/4) of Section Eight (8), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska and being described as follows:

NESE
SESE

Permanent Easement:

The west forty (40) feet of the east seventy-three (73) feet of the north two thousand six hundred fifteen and 85/100 (2,615.85) feet of the Southeast Quarter (SE 1/4) of said Section 8-14-11.

Temporary Easement:

The sixty (60) feet immediately west of above permanent easement.

Said permanent easement contains 2.40 acres, more or less, and said temporary easement contains 3.60 acres, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

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

RETURN TO: TJ Sweet
MUD Law Dept
1723 Harney Street
Omaha, NE
68102-1960

6840
REC-25.50 17-14-11 FB 01-60000
DEL. C/O COMP
LEGAL PG 170 SCAN

1. The Grantors and their successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and shall not permit anyone else to do so.

2. The Grantee shall restore the surface of any 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.

3. As a part of the consideration given for the easement conveyances and in addition to the financial consideration recited hereinabove, at the conclusion of the project, crop damage, ~~if any~~, shall be paid by the Grantee to the Grantors or the Grantors' designee in an amount based on the yield from the balance of the field less expenses of marketing and harvest. Crop damage shall mean damage to such crops as are required to be planted annually and which are actually damaged due to the activities of the Grantee, including agents and employees. The financial considerations recited hereinabove and in this crop damage provision shall cover all damages, if any, caused by the activities of the Grantee, its agents, employees and private contractor arising out of the subject easement conveyances. 6-3-97

4. Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

5. The Grantors are lawful possessors of this real estate; have good, right, and lawful authority to make such conveyance; and Grantors and their executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

6. The persons executing this instrument represent that they have authority to execute it.

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

ELAINE C. SPETHMAN, an Individual; VIRGINIA SPETHMAN, an Individual; SHIRLEY KEMP NICH, an Individual; HEGER FARMS INC., a Nebraska Corporation and Tenant, Grantors

Elaine C. Spethman
Elaine C. Spethman, Personal Representative, Estate of Lyle A. Spethman

Virginia Spethman
Virginia Spethman

Shirley Kempnich
Shirley Kempnich

(CORPORATE SEAL)

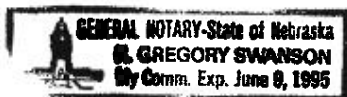
Deryle D. Heger
Deryle D. Heger, President of Heger Farms, Inc.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on May 28th, 1994, by Elaine C. Spethman, an individual and in her capacity as Personal Representative of the Estate of Lyle A. Spethman, and she acknowledged the execution of this instrument to be her voluntary act and deed as an individual and as Personal Representative of said estate.

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



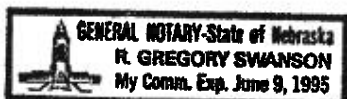
[Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on May 28th, 1994, by Virginia Spethman, an individual, and she acknowledged the execution of this instrument to be her voluntary act and deed as an individual.

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



[Signature]
Notary Public

My Commission expires: _____.

ACKNOWLEDGMENT

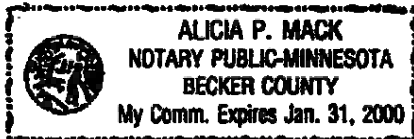
STATE OF MINNESOTA)
COUNTY OF HUBBARD) ss

This instrument was acknowledged before me on June 01st, 1994, by Shirley Kempnich, an individual, and she acknowledged the execution of this instrument to be her voluntary act and deed as an individual.

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

[Signature: Alicia P. Mack]
Notary Public

My Commission expires: 01-31-2000.



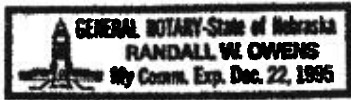
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ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

✓ This instrument was acknowledged before me on
JUNE 3, 1994, by Deryle D. Heger, an individual,
and in his capacity as President of Heger Farms Inc., he
acknowledged the execution of this instrument to be his voluntary
act and deed as an individual and President of said Corporation.

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



Randall W. Owens
Notary Public

My Commission expires: 12-22-95.

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR **W.C.P. 7632**

LAND OWNER
ROBERT SPETHMAN
4930 S. 130TH ST.
OMAHA NE, 68137

TOTAL ACRE PERMANENT **2.40 ±**
TOTAL ACRE TEMPORARY **3.60 ±**

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE **1** OF **1**

DRAWN BY **JW**
 DATE **11-24-92**
 CHECKED BY _____
 DATE _____
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHKT. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

