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Date

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By

RICHARD M. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

2000 SEP 13 PM 3:29

RECEIVED

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 8th day of September, 2000, between DIANE B. NEIBEL, Trustee of the Olive P. Backhuus, a/k/a Olive P. Backhuus Revocable Trust Agreement Dated January 24, 1984; OLIVER J. NEIBEL, JR., husband of Diane B. Neibel; PETER C. BACKHUUS, JR. and ADELYNE K. BACKHUUS, husband and wife; EVELYN SUVERKRUBBE, an individual; MARK C. BACKHUUS, an individual, and JAN R. BACKHUUS, an individual ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

## WITNESS:

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 water and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in the NE ¼ of the SE ¼ of Section 22, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M. in Douglas County, Nebraska described as follows:

Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 22, Township 16 North, Range 11 East; thence South 0°00'00" West (assumed bearing) a distance of 70.05 feet; thence South 90°00'00" West a distance of 40 feet to the point of beginning, said point also being on the west right-of-way line of 156<sup>th</sup> Street and the south right-of-way line of Military Road; thence South 0°00'00" West along the west right-of-way line of 156<sup>th</sup> Street a distance of 250 feet; thence South 90°00'00" West a distance of 30.00 feet; thence North 0°00'00" East a distance of 267.73 feet to a point on the south right-of-way line of Military Road; thence South 59°24'41" East along the south right-of-way line of Military Road a distance of 34.85 feet to the point of beginning.

This permanent easement contains 0.178 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

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

1. The Grantee shall pay Grantor(s) the fair and reasonable value for crop damage, if any, which may arise in connection with Grantee exercising the

Return To:  
TJ Severt  
MUP Law Dept  
1723 Harmon St  
Omaha NE 68102-1940

easement rights granted herein. Prior to the beginning of construction, the District engineer and the Grantors will determine the crop acreage within the easement site. Fair and reasonable value for crop damage, if any, in the easement site will be determined by crop yield of the area of the field directly adjacent to the easement for the current year in which Grantee exercises its rights in the easement site relative to this property. The fair and reasonable value paid for crop damage, if any, will be based upon the comparable cash (market) price of said crop, minus the transportation and harvesting costs of the effected crop in the easement site. The market price for the crop will be determined by the market price used at the DeBruce Grain Elevator in Fremont, Nebraska on November 15<sup>th</sup> of any such year in which Grantee disturbs the crop in the easement site. 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.

2. 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 similar covering, and shall not permit anyone else to do so.


3. 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.

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.

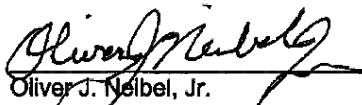
5. The Grantors are a lawful possessor of this real estate; have good right and lawful authority to make such conveyance; and Grantors and their executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims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

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

DIANE B. NEIBEL, Trustee of the  
Olive P. Backhuus, a/k/a  
Olive P. Backhuus Revocable Trust  
Agreement Dated January 24, 1984,  
Grantor

  
Diane B. Neibel

OLIVER J. NEIBEL, JR., Husband of  
Diane B. Neibel, Grantor

  
Oliver J. Neibel, Jr.

PETER C. BACKHUUS, JR. and  
ADELYNE K. BACKHUUS,  
Husband and Wife, Grantors

Peter C. Backhuus Jr.  
Peter C. Backhuus, Jr.

Adelyne K. Backhuus  
Adelyne K. Backhuus

EVELYN SUVERKRUBBE,  
an Individual, Grantor

Evelyn Suverkrubbe  
Evelyn Suverkrubbe

MARK C. BACKHUUS,  
an individual, Grantor

Mark C. Backhuus  
Mark C. Backhuus

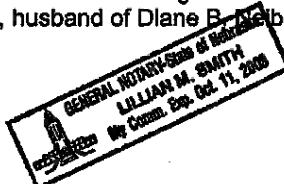
JAN R. BACKHUUS,  
an Individual, Grantor

Jan R. Backhuus  
Jan R. Backhuus

ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on Sept. 8, 2000,  
2000, by DIANE B. NEIBEL, Trustee of the Olive P. Backhuus, a/k/a Olive P.  
Backhuus Revocable Trust Agreement Dated January 24, 1984 and OLIVER J.  
NEIBEL, JR., husband of Diane B. Neibel.

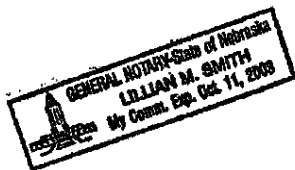


Lillian M. Smith  
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

This instrument was acknowledged before me on Sept 7, 2000  
2000, by PETER C. BACKHUUS, JR. and ADELYNE K. BACKHUUS, husband  
and wife.

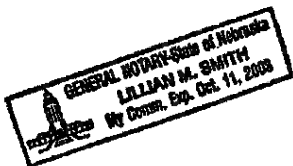


Lillian M. Smith  
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

This instrument was acknowledged before me on Sept. 6,  
2000, by EVELYN SUVERKRUBBE, an individual.

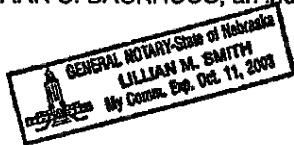


Lillian M. Smith  
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

This instrument was acknowledged before me on Sept. 1, 2000  
2000, by MARK C. BACKHUUS, an individual.



Lillian M. Smith  
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) ss

This instrument was acknowledged before me on Sept 8, 2000  
2000, by JAN R. BACKHUUS, an individual.



Lillian M. Smith  
Notary Public



**UTILITIES  
DISTRICT  
OMAHA, NEBRASKA**

FOR  
W.C.P. 8683

LAND OWNER  
BACKLUS FAMILY  
16066 MILITARY RD.  
BENNINGTON, NE 68007

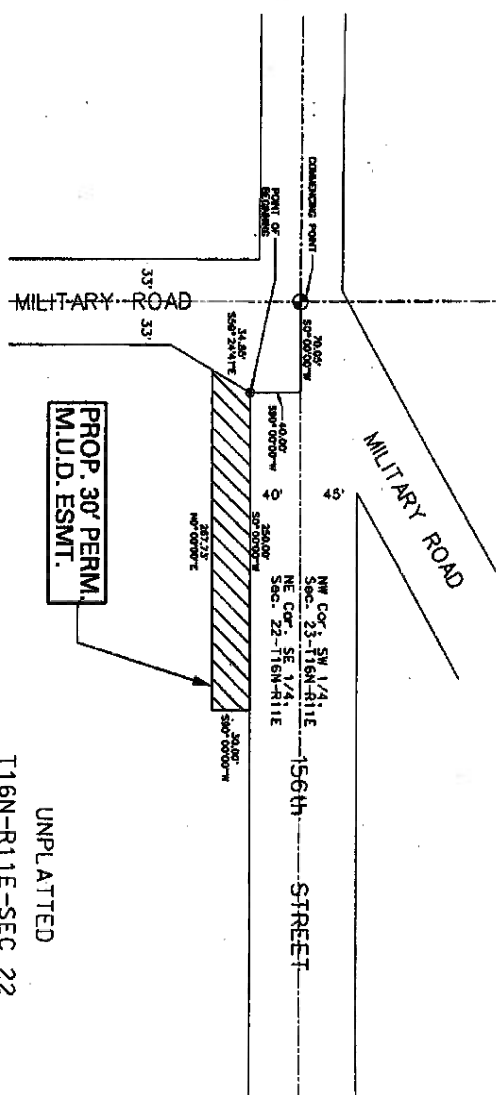
TOTAL ACRE PERMANENT	0.178 ±
TOTAL ACRE TEMPORARY	±

**LEGEND**

	<b>PERMANENT EASEMENT</b>
	<b>TEMPORARY EASEMENT</b>

PAGE 1 OF 1

DRAWN BY J. STANER  
DATE 6-29-2000  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
APPROVED BY TLG  
DATE 6-29-00  
REVISED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. CHK'D. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_

UNPLATED  
T16N-R11E-SEC 23

NO SCALE  
156TH & MILITARY RD.