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JUL 15 9 28 AM '94

GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 8<sup>th</sup> day of July, 1994, between HAWTHORNE DEVELOPMENT COMPANY, a Nebraska Corporation, 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 gas and water and all appurtenances thereto, including but not limited to hydrants, air reliefs, manhole covers, and an underground pump station, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Four (4), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of said Section 4-14-11; thence north 0° east, assumed bearing along the section line a distance of 33.00 feet; thence north 90° east a distance of 33.00 feet, to the point of beginning; thence north 0° east a distance of 57.00 feet; thence north 90° east a distance of 57.00 feet; thence south 0° east a distance of 57.00 feet; thence south 90° west a distance of 57.00 feet to the point of beginning.

Said permanent easement contains 0.07 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 said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its 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.
2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably

Please return to  
R. Owens  
M. U. D.  
1723 Harney St.  
Omaha, NE 68102

8593 4-14-11 OP  
FEE 15.50 M 01-60000  
DEL OF  
082 19729

possible to its original contour within a reasonable time after the work is performed.

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

4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and its 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.

5. The person executing this instrument represents that he/she has authority to execute it on behalf of the corporation.

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

HAWTHORNE DEVELOPMENT COMPANY, a  
Nebraska Corporation, Grantor

(Corporate Seal)

ATTEST:

Keri Hise

By: J. Javaha  
President

**ACKNOWLEDGMENT**

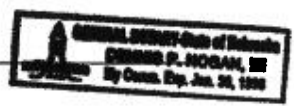
STATE OF NEBRASKA )  
                              ) ss  
COUNTY OF Douglas )

This instrument was acknowledged before me on June 8, 1994 by DAVE LANEITA, President of Hawthorne Development Company, a Nebraska Corporation, and he/she acknowledged the execution of this instrument to be his/her voluntary act and deed as an individual and in his/her capacity as said President, and the voluntary act and deed of said corporation.

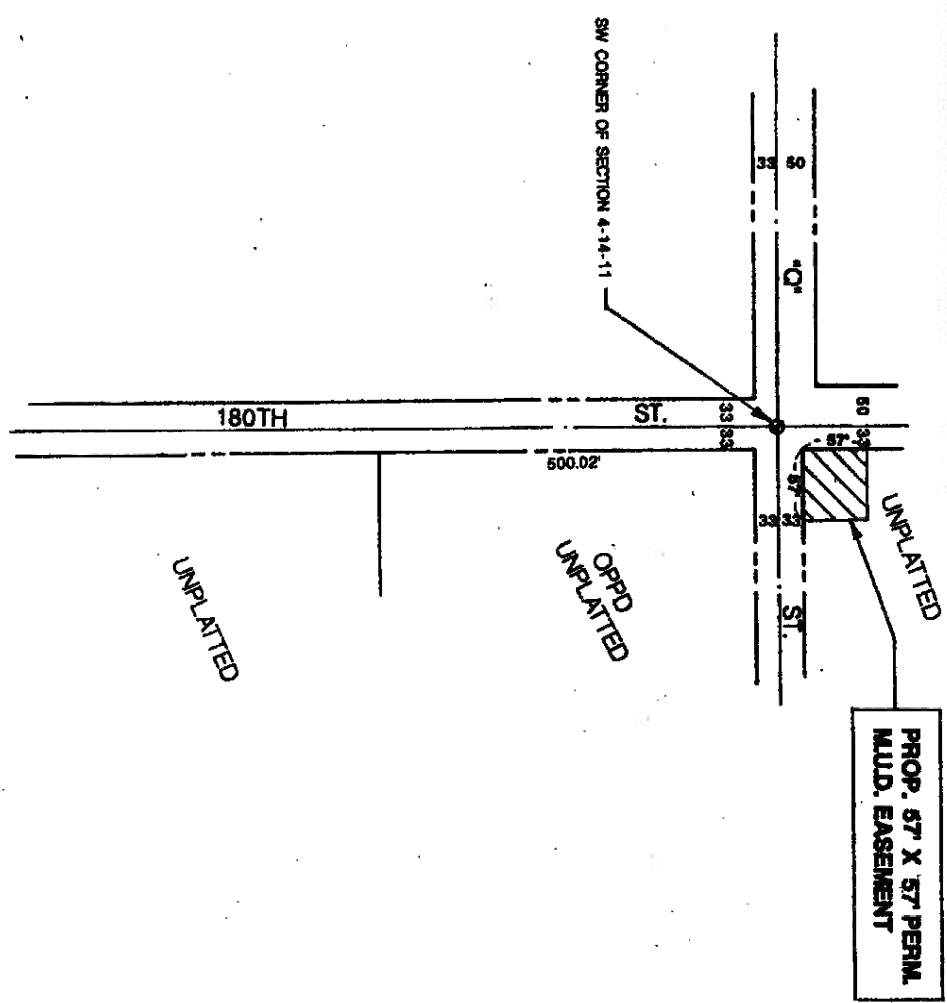
WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]  
Notary Public

My Commission expires:



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



**PROP. 57' X 57' PERM.  
MUD. EASEMENT**

**METROPOLITAN**

**UTILITIES  
DISTRICT  
OMAHA, NEBRASKA**

**EASEMENT  
ACQUISITION**

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

LAND OWNER

TOTAL ACRES **0.0752**

LEGEND  
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY JW  
DATE 2-3-94  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
APPROVED BY [Signature]  
DATE 6-28-94  
REVISED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. ORG'D. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_