

THIS PAGE INCLUDED FOR INDEXING

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 7th day of Messenker, 1990, between MILLARD OAKS LIMITED PARTNERSHIP, a Nebraska Limited 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 gas and water and all appurtenances thereto, including but not limited to valve covers and hydrants, 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 in Millard Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The east five feet (5') of both Lots 161 and 145.

The west five feet (5') of both Lots 162" and 173.

The north five feet (5') of each of Lots 245/235/234/215/214/213/212, 211/210 and 108.

The south five feet (5') of each of Lots 1, 26, 27, 52, 53, 80, 81 and 107.

Said tracts contain a total of 0.2 of an acre, 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.

- 1. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract 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 same and make this conveyance on behalf of the designated corporate partner and of said Partnership.

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.

MILLARD OAKS LIMITED
PARTNERSHIP, a Nebraska Limited
Partnership, Grantor

(Corporate Seal)

ATTEST:

By: Dodge Land Co. a Nebraska Corporation, General Partner

By: W. L. Morrison, Jr.,

Title: President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this day of November , 1990, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came W. L. Morrison, Jr., President of Dodge Land Co., a Nebraska Corporation and general partner of Millard Oaks Limited Partnership, a Nebraska Limited Partnership, to me known to be 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 as an individual and as such officer and the voluntary act and deed of said Corporation and of said Partnership.

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

Carsle matron Notary Public

My Commission expires:__

