

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 12th day of April, 1989, between ELDON L. BUTLER and HELEN M. BUTLER, Husband and Wife, 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 thousand one hundred dollars and no cents (\$2,100.00) 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, including hydrants, vaults and covers and air taps, 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 South 37.00 feet of the North 70.00 feet of the West 33.00 feet of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 25, Twpshp 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, along with the South 37.00 feet of the North 70.00 feet of the Northwest Quarter (NW 1/4) except the West 370.00 feet thereof in said Section 25. Together with the South 130.00 feet of the North 200.00 feet of the East 50.00 feet of the West 420.00 feet of said Northwest Quarter (NW 1/4), along with the South 130.00 feet of the North 200.00 feet of the East 50.00 feet of the West 890.00 feet of said Northwest Quarter (NW 1/4) and said permanent easement contains 2.25 acres more or less.

TEMPORARY EASEMENT

The South 130.00 feet of the North 200.00 feet of the East 420.00 feet of the West 840.00 feet of said Northwest Quarter (NW 1/4) along with the South 20.00 feet of the North 90.00 feet of the West 33.00 feet of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) including the South 20.00 feet of the North 90.00 feet of said Northwest Quarter (NW 1/4) except the West 890.00 feet thereof and said temporary easement contains 2.07 acres more or less, all located in the aforesaid Section 25, Twpshp 15 North, Range 10.

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 Grantors agree that neither they nor their successors or assigns will at any time erect, construct or place on or below the surface of said easement tracts any building or structure, except pavement, and they will not give anyone else permission to do so. The temporary easement above described shall remain in effect until completion of the project (construction of reservoirs, pump station and water mains on property required from the grantors) but no later than December 31, 1992.

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 elevation and contour thereof with existing top soil to remain or, if removed, to be replaced at its original depth, and as soon after such work is performed as may be reasonably possible to do so.

BOOK 884 N 25-15-10 RP C/D FEE 10-
Pg 219-20 N 25-15-10 DEL MC
E 1114-11 COMP DI-605

Affects 11-14
lots
Ranchview
Estates

+ Lands
west of it.
+ Lands
East of it

6365 7. P. 11-14

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantors, 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 Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their executors and administrators and successors 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.

IN WITNESS WHEREOF, the Grantors have caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

ELDON L. BUTLER and HELEN M. BUTLER,
Grantors

ATTEST:

Eldon L. Butler
Eldon L. Butler

Helen M Butler
Helen M. Butler

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 12th day of April, 1989, before me, the undersigned, a Notary Public in and for said State of Nebraska, County of Douglas, personally came Eldon L. Butler and Helen M. Butler, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution of this instrument to be their voluntary act and deed as individuals and as husband and wife.

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

Notary Public

My Commission expires: Sept 17, 1991





BOOK 884 PAGE 221

1625 Farnam Street
Omaha, Nebraska 68102

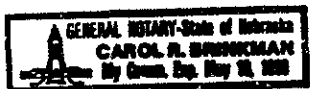
402/390-5000

I, Carol Brinkman, Notary Public, do hereby testify that the attached copy is an exact duplicate of the original to the deed.

My commission expires May 18, 1989

Carol Brinkman
Carol Brinkman

RECEIVED
1989 APR 24 PM 3:31
GEORGE J. EUSLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.



Subscribed and sworn to before me this 24th day of April A D 1989

Joanna B. Lonnecker

Carol Brinkman

Greater Omaha
Convenient Locations:

1103 Galvin Road, Bellevue
1625 Farnam Street
2402 "N" Street
5225 North 30th Street

8500 Cass Street
220 Lake Mall, Westroads
13255 West Center Road

884 N 61-215 C/O DEL 171 INC 105
221-224 FIB 39-37600
COMP. 105