

KNOW ALL MEN BY THESE PRESENTS:

BOOK 1070 PAGE 374

That The Ridges Limited Partnership, hereinafter referred to as "GRANTOR", (whether one or more) for and in consideration of the sum of TWO DOLLARS (\$2.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Metropolitan Utilities District, hereinafter referred to as MUD and to its successors and assigns, an easement for the right to construct, maintain and operate a WATER AND GAS MAIN, and appurtenances thereto, in through and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBITS FOR PARCELS "A" THROUGH "I"

TO HAVE AND TO HOLD unto said MUD, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting and maintaining or operating said WATER & GAS MAIN at the will of the MUD. The GRANTOR may, following construction of said WATER & GAS MAIN, continue use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the MUD to use the same for the purposes herein expressed.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by GRANTOR, his successors and assigns, without express approval of the MUD. Improvements which may be approved by MUD include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, his successors or assigns.
2. That MUD will replace or rebuild any and all damage to improvements caused by MUD exercising its rights of inspecting, maintaining or operating said water main, except that, damage to or loss of trees and shrubbery will not be compensated for by MUD.
3. That MUD shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the MUD and any of said construction work.
4. That said GRANTOR for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said MUD and its assigns, that he or they, the GRANTOR is or are well seized in fee of the above-described property and that he or they have or has the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, shall warrant and defend this easement to said MUD and its assigns against the lawful claims and demands of all persons. This easement runs with the land.
5. That said easement is granted upon the condition that the MUD will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the GRANTOR and the MUD or its agents; and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the MUD or its agents or employees except as are set forth herein.

not all pages pulled 19 pages shown on The Ridges Replat II.

IN WITNESS WHEREOF, said GRANTOR has or have hereunto set his or their hands(s) this 8th day of April, 1993.

The Ridges Limited Partnership, a Nebraska Limited Partnership, by and through Ridges Corporation, General Partner
Name of Corporation

By Timothy J. McReynolds President

Attest Cheryl W. Lunnels Secretary

CORPORATE SEAL

MARK WESTERGARD
ELLIOTT & ASSOC.
5316 S. 132nd St Omaha 68137

PACIFIC

STREET

BOOK 1070 PAGE 392

870.00'

EXHIBIT "A" THE RIDGES PERMANENT METROPOLITAN UTILITIES DISTRICT EASEMENT

267



Scale: 1"=20'

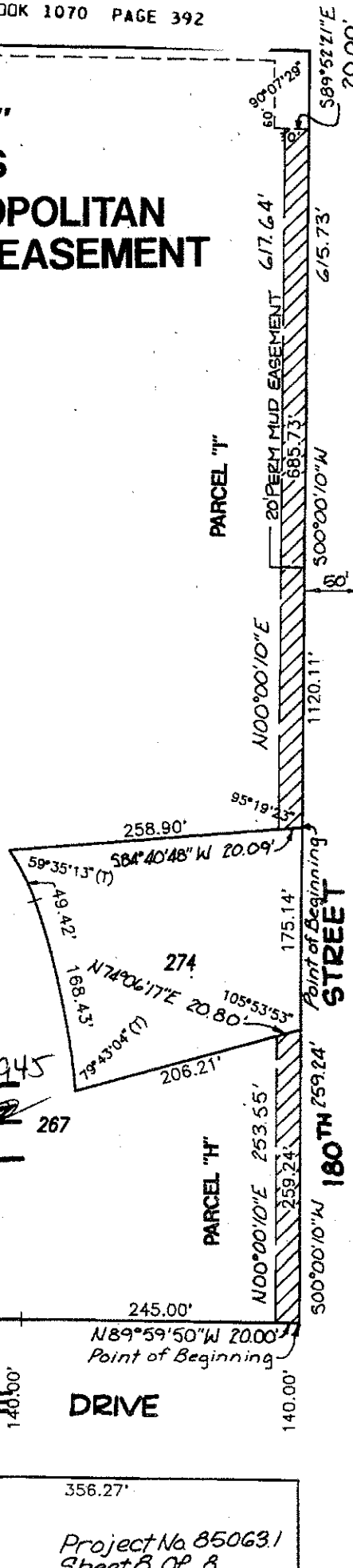
Legal Description: See Attached Sheet

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GEORGE BOGILL WOLZ
REGISTERED DEEDS
DOUGLAS COUNTY, NE

CASH 108623 BK 1070 R Comp FB 00-32945
 TYPE MSR PG 374-372 C/O COMP SCAN 267
 FEE 09.50 OF MSR LEGL PG 384 MC — FV —



Project No 850631
Sheet 8 of 8