

THIS INDENTURE, made this 13th day of October, 1983, between Cherry Tree Corp., 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, two hydrants and two water valve boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several tracts in Spring Green, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

The north eight feet (N 8'), the east ten feet (E 10'), and the south twelve feet (S 12') adjacent and parallel to the south property line, all of Lot One (1);

The south twelve feet (S 12') of Lot Two (2) adjacent and parallel to the south property line of Lot Two (2);

The west five feet (W 5') and the north twelve feet (N 12') of the west fifty feet (W 50') adjacent and parallel to the north property line, both of Lot Five (5);

The east five feet (E 5'), the south five feet (S 5'), the north twelve feet (N 12') of the east 80.78 feet (E 80.78') adjacent and parallel to the north property line, and the west forty-five feet (W 45') except the south one hundred sixty-nine feet (S 169') of the west forty-five feet (W 45'), all of Lot Six (6);

The east five feet (E 5'), the north five feet (N 5'), and the south five feet (S 5') of the west thirty-two feet (W 32'), all of Lot Seven (7);

The west thirty-two feet (W 32'), the southerly twelve feet (12') adjacent and parallel to the southerly property line extending from the west thirty-two feet (W 32') to the southeasterly property line, the north eight feet (N 8') of the south twenty feet (S 20') parallel to the south property line beginning at a point fifteen feet east (15' E) of the west property line of Lot Ten (10) and extending to the southeasterly property line, all three of said parcels being in Lot Eight (8), said designations of property lines bearing no lot references being the property lines of Lot Eight (8);

The south ten feet (S 10') and the northeasterly ten feet (10') adjacent and parallel to the northeasterly property line, both in Lot Nine (9);

The south ten feet (S 10') and the northerly ten feet (10') of the west 50.99 feet (W 50.99') adjacent and parallel to the north property line as it abuts Lots Eight (8) and Twelve (12), both of Lot Ten (10);

The south ten feet (S 10') and the east eight feet (E 8'), both of Lot Eleven (11);

All of Lots Twelve (12) and Thirteen (13).

Said tracts, as shown on the plat attached hereto and made a part hereof by this reference, contain a total of 1.16 acres, more or less.

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 tract of land any building or structure, except pavement, and neither it nor they will 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 its executors, administrators, 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.

5. The person or persons executing this instrument represent he/she/they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor corporation.

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.

CHERRY TREE CORP., a Nebraska Corporation, Grantor

By John M. Hosking  
John M. Hosking, President

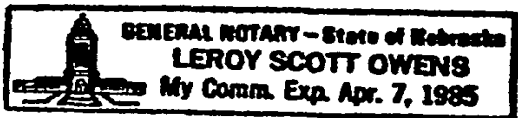
ATTEST:

Kathy N. Schell  
Title \_\_\_\_\_

STATE OF NEBRASKA)  
  ) ss  
COUNTY OF DOUGLAS)

On this 13th day of October, 1983, before me, the undersigned, a Notary Public in and for said county and state, personally came John M. Hosking, to me personally known to be the President of Cherry Tree Corp., a Nebraska corporation, and 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 and the voluntary act and deed of said corporation.

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



Leroy Scott Owens  
Notary Public

*Smith*

C. HAROLD OSILER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1983 OCT 24 PM 3:33

RECEIVED

142-22  
27-116-27

METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA

EASEMENT  
ACQUISITION  
FOR U.C.C. 6218  
G.C.C. 8779

LAND OWNER  
CHERRY TREE CORP  
(A NEBRASKA CORP.)

Book  
698

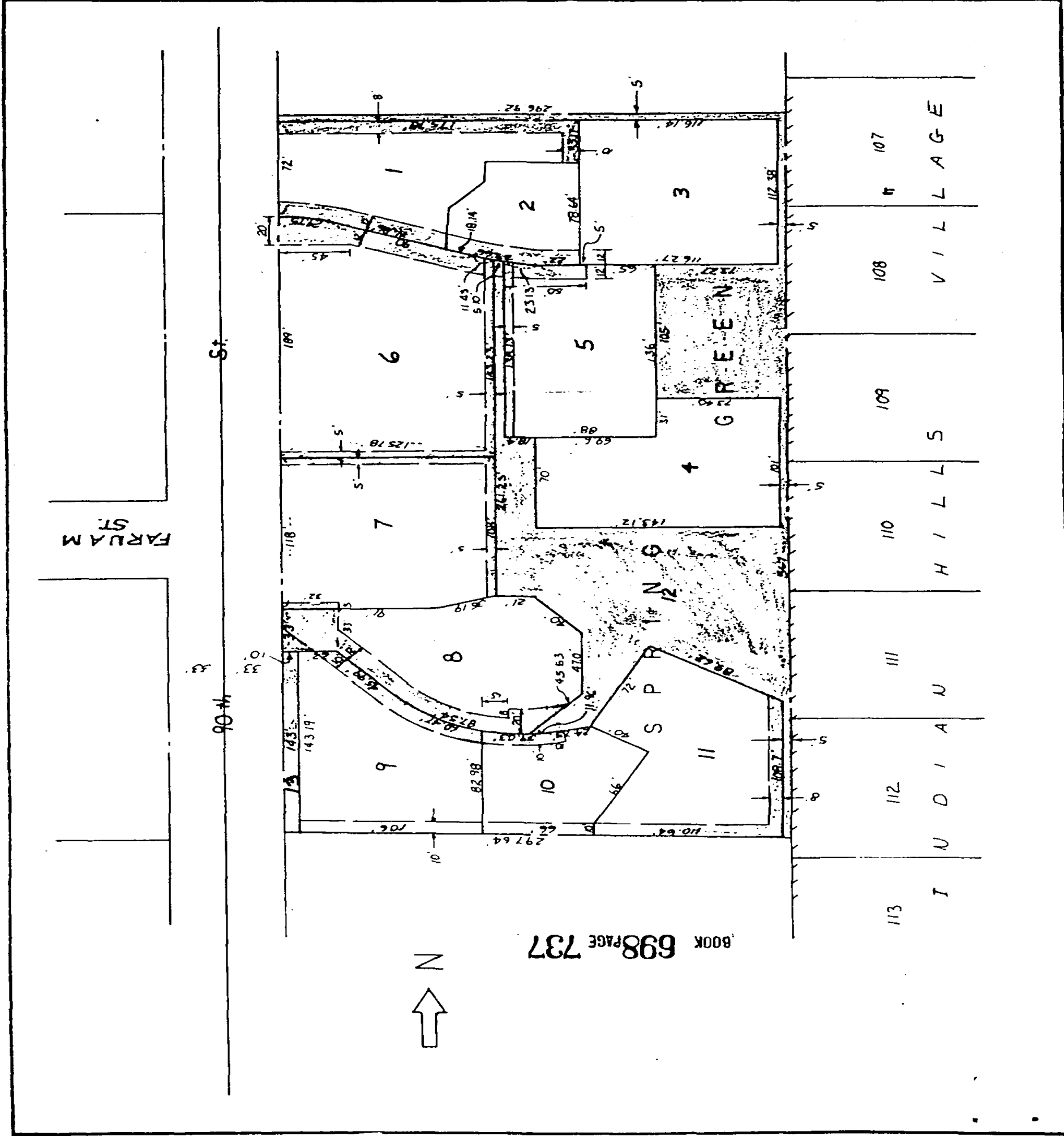
Page  
737

TOTAL ACRES 1.165

LEGEND  
PERMANENT EASEMENT

PAGE 1 OF 1

DATE	9-19-81
CHECKED BY	<i>[Signature]</i>
DATE	9-21-81
APPROVED BY	<i>[Signature]</i>
DATE	10-9-81
REVISED BY	
DATE	
REV CHKD BY	
DATE	
REV APPROV BY	
DATE	



BOOK 698 PAGE 737