

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 4th day of October, 1972, between George B. Boland and Helen Boland, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, of Douglas County, Nebraska, hereinafter referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of the sum of 7000 Hundred Dollars (\$7,000.00), receipt of which is hereby acknowledged, do hereby grant to the Grantee, Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, repair, relay, and remove, at any time, a pipeline for the transportation of water, and all appurtenances thereto, including installation of water valve boxes, on, over, through, under and across, and at all times to enter upon, the following described real estate:

A strip of land lying in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seven (7), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

The West Seventeen (17) feet of the East Fifty (50) feet of said quarter-section, except for that portion taken for public right-of-way. Also the West Seventy (70) feet of the East One Hundred Twenty (120) feet of the South Two Hundred Eighty-six (286) feet of the North Thirteen Hundred Eight (1,308) feet, more or less, the entire strip containing a total of One and Forty-three One-hundredths (1.43) acres, more or less, all as shown on the plat attached hereto and made a part hereof.

Also a temporary construction easement upon additional strip of land lying adjacent to the right of way above described, during the period of construction and installation of said pipeline, described as:

A strip of land lying in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Seven (7), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

The West Twenty-five (25) feet of the East One Hundred Forty-five (145) feet of the South Two Hundred Eighty-six (286) feet of the North Thirteen Hundred Eight (1,308) feet, more or less, the entire strip containing a total of Sixteen One-hundredths (0.16) acres, more or less, all as shown on the plat attached hereto and made a part hereof.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

The Grantors and Grantee do covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantee agrees to restore the surface of the soil on said easement areas above described, following the installation of its pipeline therein, as soon as may reasonably be possible to so do,

to the original contour thereof as near as may be, and to pay Grantors, their heirs and assigns, within a reasonable time after construction or maintenance, all actual damages to crops and fences, if any, which may be caused by the construction and maintenance operations. Crop damage will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting and shall include only such crops that are growing and which are actually damaged.

2. Grantors, their heirs, grantees, or assigns, agree that they will at no time erect, construct, use, or place on or below the surface of said easement areas any building, structure, or pipeline, except pavement, or do any grading or other act which may jeopardize the Grantee's pipeline or appurtenances, and that they will not permit anyone else to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of Grantee, respecting the ownership, use, operation, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

George B. Boland  
George B. Boland

Helen Boland  
Helen Boland

Grantors

Approved as to form

[Signature]  
General Counsel

10/1/72

METROPOLITAN UTILITIES DISTRICT OF OMAHA, Grantee

By John D. Bell  
General Manager

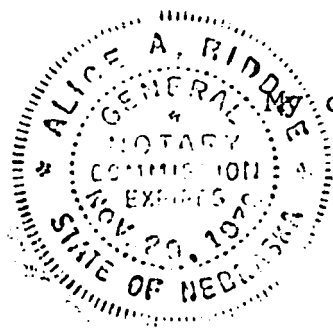
STATE OF NEBRASKA)  
) ss  
COUNTY OF DOUGLAS)

On this 9<sup>th</sup> day of October, 1972, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came George B. Boland and Helen Boland, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and they acknowledged said instrument to be their voluntary act and deed.

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

Alice A. Riddy  
Notary Public

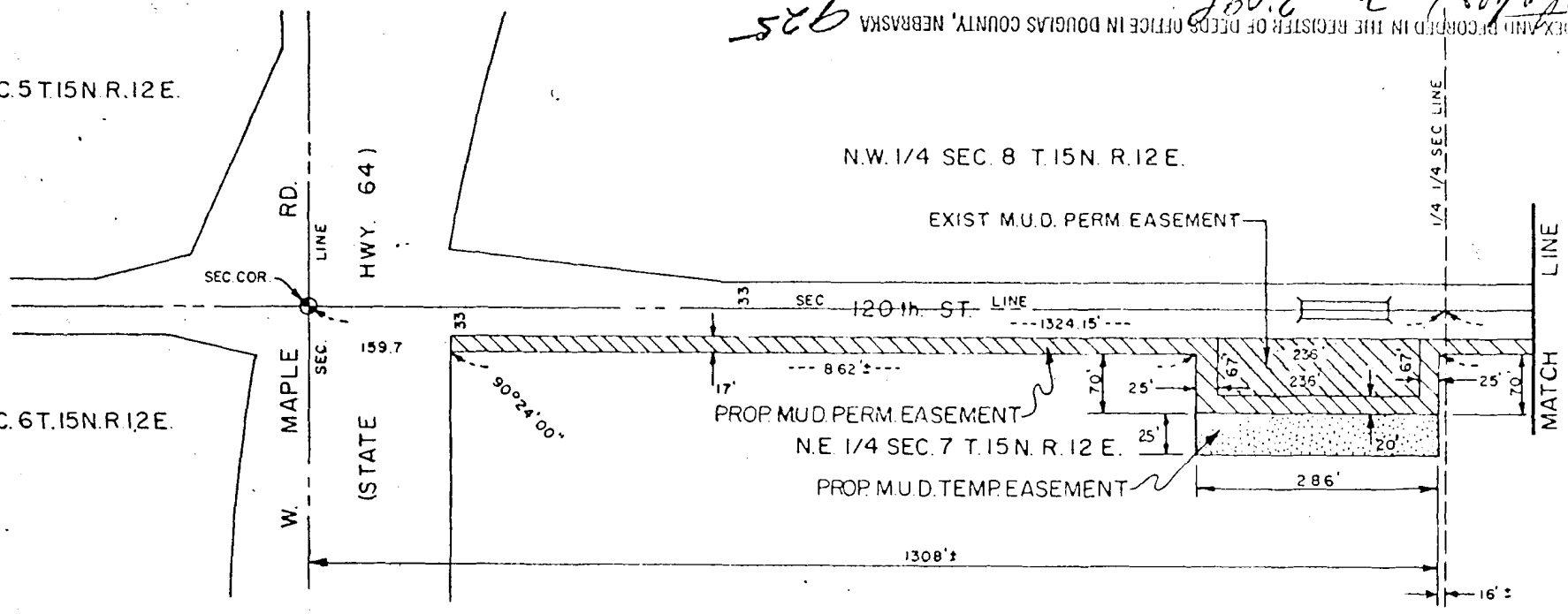
My commission expires the 29<sup>th</sup> day of November, 1972.



S.W. 1/4 SEC. 5 T.15N. R.12 E.

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S.E. 1/4 SEC. 6 T.15N. R.12 E.



13  
 DAY OF October 1972 AT 2:09 PM  
 C. HAROLD OSTLER, REGISTER OF DEEDS  
 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 925

METROPOLITAN  
 UTILITIES  
 DISTRICT  
 OMAHA, NEBRASKA

EASEMENT  
 ACQUISITION  
 FOR WC 4656-1  
 TRACT NO. 1

LAND OWNER GEORGE B.  
BOLAND & WF.

ACRE TEMPORARY 0.16  
 ACRE PERMANENT 1.43

LEGEND

- PROPOSED PERMANENT EASEMENT
- PROP TEMPORARY EASEMENT
- EXIST MUD GASMAIN EASEMENT

DRAWN BY RWK DATE 8-31-72  
 CHECKED BY LL DATE 9-1-72  
 APPROVED BY [Signature] DATE 9-14-72  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_

SCALE 1" = 200'

