

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 26 day of June, 1968, between Frank E. Stepanek, Jr., A single man, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of the sum of One Hundred Dollars (\$100.00), 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, a pipeline for the transportation of water, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

Permanent Easement

Beginning at a point 1,388 feet, more or less, East and 33 feet North of the Southwest corner of Section Ten (10), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska, said point being the intersection of the North right-of-way line of Harrison Street and the East right-of-way of the Missouri Pacific Railroad; thence Northeasterly along the East right-of-way line of the Missouri Pacific Railroad for a distance of 39.62 feet; thence Southeasterly at an interior angle of 109°05' for a distance of 85 feet to a point on the North right-of-way of Harrison Street; thence West along the North right-of-way line of Harrison Street for a distance of 104.87 feet to the point of beginning, containing Four One Hundredths (0.04) acres, more or less; and

Temporary Easement

A 20-foot strip of land in Section Ten (10), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska, extending from the North right-of-way line of Harrison Street to the East right-of-way line of the Missouri Pacific Railroad, and lying immediately Northeast of and adjacent to the above described easement, containing Five One Hundredths (0.05) 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.

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

1. Grantors, their heirs, grantees or assigns agree that they will at no time erect, construct or place on or below the surface of said strip of land any building or structure, except pavement, and that they will not permit anyone else to do so.
2. Grantee agrees to restore the surface of the soil on said land following the installation, maintenance, repair or removal of its pipeline therein, as soon as may be reasonably possible so to do, to the original contour thereof.
3. Grantors shall have the right, at their expense, to have the Grantee change the location of the easement and pipeline in the event the aforescribed easement conflicts with the use of

the land in the future. Grantors agree to give whatever easement is necessary in connection with said change in location of the pipeline.

4. It is understood and agreed by the parties that the above stated consideration shall cover all damages caused by the construction, laying, maintenance, operation, repairing, relaying, or removal of said pipeline, except for crop damage, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. Crop damage shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this agreement and which are actually damaged due to laying and construction of this facility.

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

Frank E. Stepanek

Grantor

METROPOLITAN UTILITIES DISTRICT
OF OMAHA, Grantee

By [Signature]
General Manager

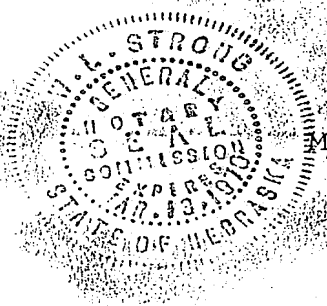
STATE OF NEBRASKA)
COUNTY OF Sarpy) ss
~~DOUGLAS~~)

General On this 27 day of June, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Frank E. Stepanek a single person, personally known to me to be 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.

[Signature]
Notary Public

My commission expires the 13 day of March, 1970.



#10 Mrs

RECEIVED

1968 OCT 22 PM 1 26

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
Douglas County }

Entered in Plumber's Index and filed
per record in the office of the Register of
Deeds of said County and recorded in
book 469 of Index

Page 467

Thomas J. O'Connor
Register of Deeds

Deputy

26

G.P.M.B.S.

Compared 10-14-12 Fee

*Allen
Mrs Strong*

10-14-12