

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 15th day of March, 1985, between the OMAHA PUBLIC POWER DISTRICT, a Political Subdivision of the State of Nebraska, 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 water and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

TRACT #2

A tract in the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:

Commencing at a point 1469.97 feet West of and 33 feet North of the South Quarter corner of said Section 10; thence N.42°03'28"E. a distance of 45.67 feet to the point of beginning, thence N.51°53'22"W. a distance of 26.04 feet, thence S.89°53'22"E. a distance of 34.89 feet, thence S.42°03'28"W. a distance of 21.56 feet to the point of beginning.

Said tract contains 0.006 of an acre, more or less, and is shown on the attached plat which is made a part hereof by this reference.

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 they will not 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 it 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 executing this instrument represents he has the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor Power District.

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.

ATTEST:

OMAHA PUBLIC POWER DISTRICT,
A Political Subdivision of the
State of Nebraska, Grantor:



Earl G. Kelley
Assistant Secretary

G. P. Bahle
Senior Vice President

ACKNOWLEDGMENT

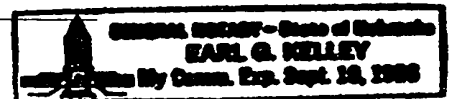
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 15th day of March, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally came G. P. Bahle and C. J. Kelley, to me personally known to be the Senior Vice President and Assistant Secretary, respectively, of the Omaha Public Power District, a political Subdivision of the State of Nebraska, and 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 such officers, and the voluntary act and deed of said Omaha Public Power District.

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

Earl G. Kelley
Notary Public

My Commission Expires: Sept 10, 1986



DOUGLAS COUNTY
S.W. 1/4 SEC. 10 - T. 14 N. - R. 12 E.

SCALE: 1" = 20'

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

OMAHA PUBLIC POWER DISTRICT

EASEMENT
ACQUISITION
FOR W.C.H. 6444
W.A.H. 1643

PROPERTY

LAND OWNER
O.P.P.D.
1623 HARNEY ST.
OMAHA, NEBR.
68102

TOTAL ACRE 0.006

LEGEND
PERMANENT EASEMENT

PAGE 2 OF 2

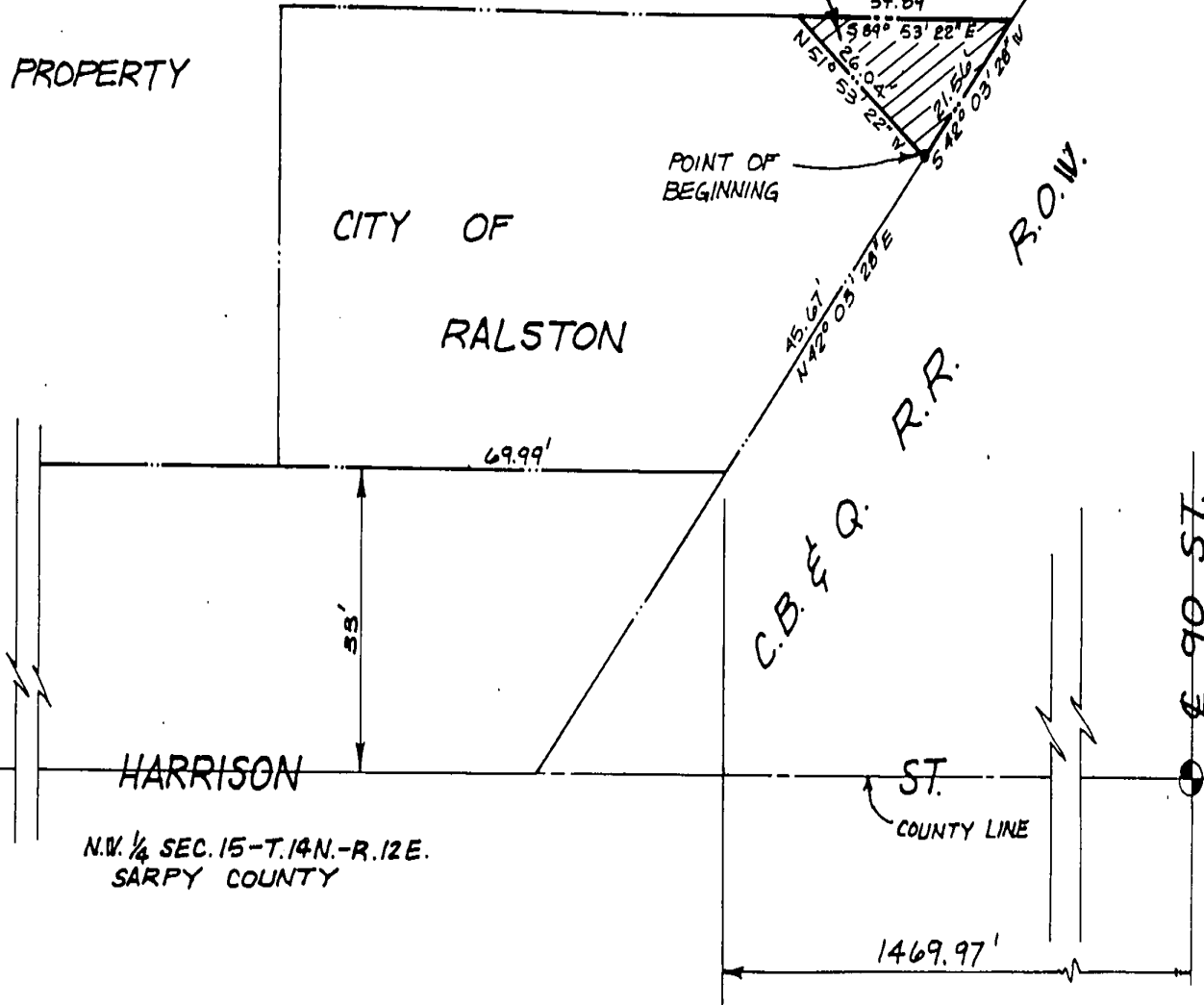
DRAWN BY J.G.S. DATE 11-16-84
CHECKED BY R. DATE 11-16-84
APPROVED BY RJS DATE 11-16-84
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

BOOK 734 PAGE 44

E 96 ST.

E 90 ST.

N.W. 1/4 SEC. 15 - T. 14 N. - R. 12 E.
SARPY COUNTY



Compd [Signature]
16-14-12
N 16-14-12
Compd [Signature]
Index [Signature]
Del [Signature]
Fee 15.50
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RECEIVED
1985 MAR 22 PM 3:25
GEORGE J. RUGLEWICZ
REGISTER OF DEEDS

1 more