

THIS INDENTURE, made this 8th day of August, 1978, between Charles E. Lakin III, Trustee, 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 One Dollar (\$1.00) 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 gas, 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:

Several strips of land lying in lot 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 120, 121, 122, 123, 124, 125, 126, 127, 128, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 300, 334, 335, 336, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, and 656 of Willow Wood a subdivision as now platted and recorded in Douglas County, Nebraska. Said strips being more particularly described as follows:

A strip of land seven (7) feet wide lying along and parallel to the right of way line of 129th Plaza (lot 853). Said strip being the front seven (7) feet of lots 90, 91, 92, 93, 94, 95, 96, 97, 98, 99 and 100 lying along said right of way line.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of Miami Plaza (lot 848). Said strip being the front seven (7) feet of lots 120, 121, 122, 123, 124, 125, 126, 127, and 128 lying along said right of way line.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of Ohio Plaza (lot 849). Said strip being the front seven (7) feet of Lots 140, 141, 142, 143, 144, 145, 146, 147, 148, and 149 lying along said right of way line.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of 126th Plaza (lot 847). Said strip being the front seven (7) feet of lots 285, 286, 287, 288, 289, 290, 291, 292, 293, and 294 lying along said right of way line.

The north three (3) feet of the south ten (10) feet of lot 300.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of 127th Plaza (lot 843). Said strip being the southwesterly seven (7) feet of lot 334 lying along said right of way line.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of 127th Plaza (lot 843). Said strip being the front seven (7) feet of lots 335 and 336 lying along said right of way line.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of 127th Plaza (lot 843). Said strip being the front seven (7) feet of lots 342, 343, 344, 345, 346, 347, 348, 349, 350, and 351 lying along said right of way line.

The southwesterly seven (7) feet of lot 345 lying along and parallel to the southwesterly property line of said lot 345.

The easterly seven (7) feet of lot 346 lying along and parallel to the easterly property line of said lot 346.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of 128th Plaza (lot 844). Said strip being the front seven (7) feet of lots 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, and 376 lying along said right of way line.

A strip of land seven (7) feet wide lying along and parallel to the right of way line of Grant Plaza (lot 845). Said strip being the front seven (7) feet of lots 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, and 392 lying along said right of way line.

The northwesterly four (4) feet of the southeasterly eleven (11) feet of lot 656 lying along and parallel to the southeasterly property line of said lot 656.

These strips contain a total of 0.74 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. Grantor, its successors or assigns agree that they will at no time erect, construct, or place on or below the surface of said tract of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible to do so, to the original contour thereof.

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

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

Grantor

Charles E. Lakin, Trustee

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 8th day of August, 1978, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Charles E. Lakin III, to me personally known to be the identical person whose name is affixed to the foregoing instrument as Grantor, and acknowledged the same to be his voluntary act and deed.

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

Suzanne E. McQuaid
Notary Public

