

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17<sup>th</sup> day of July, 1986, between BROOK HOLLOW, INC., 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 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

A tract in Lot One Hundred Fifty-seven (157) of Bel-Air, a subdivision, as surveyed platted and recorded, in Douglas County, Nebraska. Said tract is within the Brook Hollow Condominium Property Regime. Said parcel is more particularly described as follows:

The south twenty-five (25) feet of said Lot 157. Said tract is shown on the attached drawing which is made a part hereby by this reference. Said tract contains 0.085 of an acre, 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 easement tract 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 condition 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 persons executing this instrument represent they have the requisite authority to execute same and make this conveyance on behalf of said Corporation.

JK 784 Del vk N 69A-42K Fee 15.50  
PG 636-637 Indx DMJ, N B.C  
OF Mead Comp            Comp           

RECEIVED  
1986 AUG - 7 AM 11: 25  
GEORGE J. HERRIN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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