

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this _____ day of _____, 1985, between MAENNER ACRES ONE LTD., a Nebraska Limited Partnership, 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, a pipeline for the transportation of water and all appurtenances thereto, including but not limited to two valve boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts in various lots all in Armbrust Acres 4th Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tracts are more particularly described as follows:

The southeasterly five (5) feet of each of Lots Four Hundred Ninety-five (495), Four Hundred Ninety-six (496) and Four Hundred Ninety-seven (497); and the east five (5) feet of each of Lots Four Hundred Ninety-eight (498), Four Hundred Ninety-nine (499), Five Hundred (500), Five Hundred One (501), Five Hundred Two (502), Five Hundred Three (503), Five Hundred Four (504), Five Hundred Five (505), Five Hundred Six (506), Five Hundred Twelve (512), Five Hundred Thirteen (513), Five Hundred Eighteen (518) and Five Hundred Nineteen (519).

The said tracts run all along the entirety of the front footage of each of said lots as each abuts Bancroft Street and/or 167th Street.

Said tracts, shown on the attached drawing which is made a part hereof by this reference, contain 0.194 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 tracts of land 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 contour thereof and as soon after such work is performed as may be reasonably possible to do so.

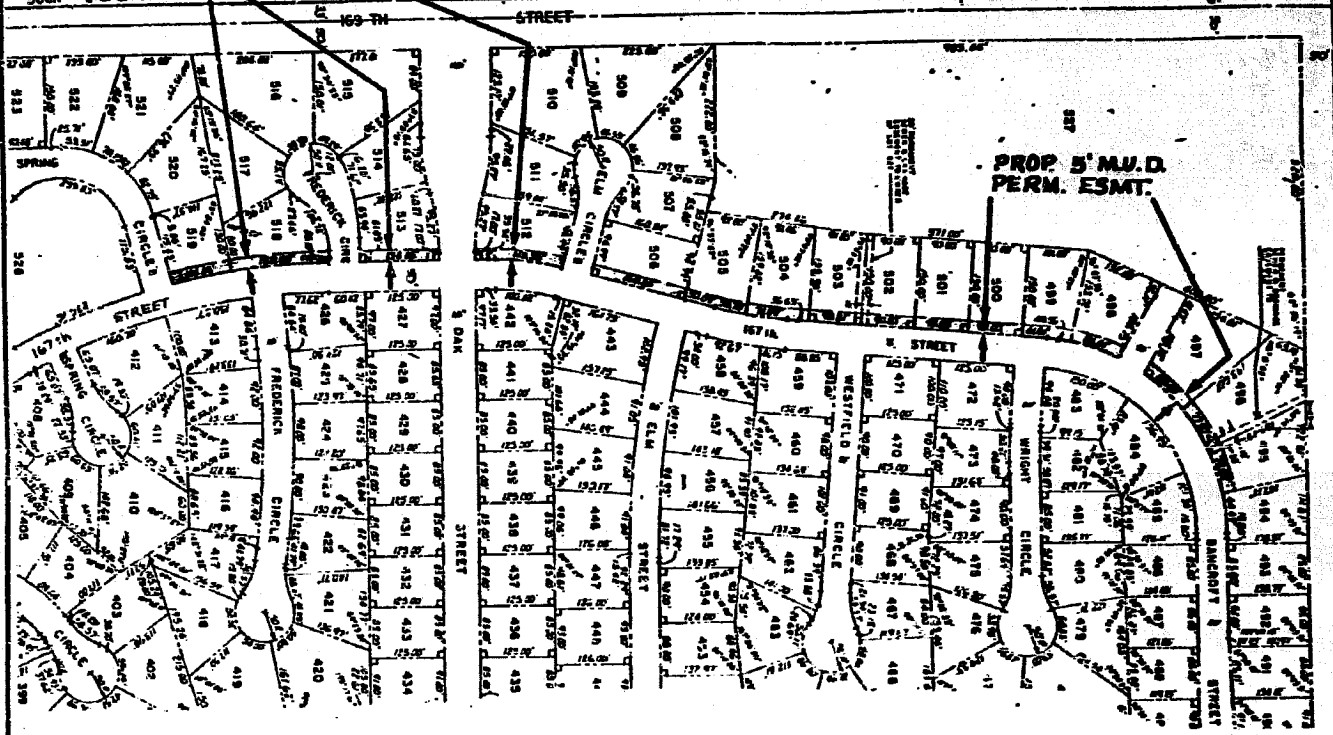
3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

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

ARMBRUST ACRES 4TH ADDITION

PROP. 5' M.U.D.
PERM. ESMT.

BOOK 730 PAGE 190



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR WCC 6428

LAND OWNER
MAENNER ACRES ONE, LTD.

TOTAL ACRE 3.49

LEGEND
PERMANENT EASEMENT

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DRAWN BY _____ DATE 12/15/05
CHECKED BY _____ DATE 12/15/05
APPROVED BY _____ DATE 12/15/05
REV. CHG. BY _____ DATE _____
REV. APPROVED BY _____ DATE _____

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