

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 10th day of JUNE, 1986 between HUNTERS GLEN JOINT VENTURE, a Joint Venture organized under the Nebraska Uniform Partnership Act, 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 parcel in the Southeast Quarter (SE 1/4) of Section Four (4), Township Fourteen North (14N), Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:

Commencing at the SE corner of the SE 1/4 of Section 4, T14N, R11E; thence along the East section line of said Section 4 (assumed line of bearing of N 1° 30' 33" W) a distance of 33 feet, more or less; thence S 88° 29' 27" W a distance of 33 feet, more or less, to the true point of beginning; thence N 1° 30' 33" W a distance of 35 feet, more or less; thence S 88° 29' 27" W a distance of ten feet, more or less; thence S 1° 30' 33" E a distance of 35 feet, more or less; thence N 88° 29' 27" E a distance of ten feet, more or less, to said true point of beginning.

Said parcel, as shown on the drawing attached hereto and made a part hereof by this reference, contains .008 of an acre, more or less.

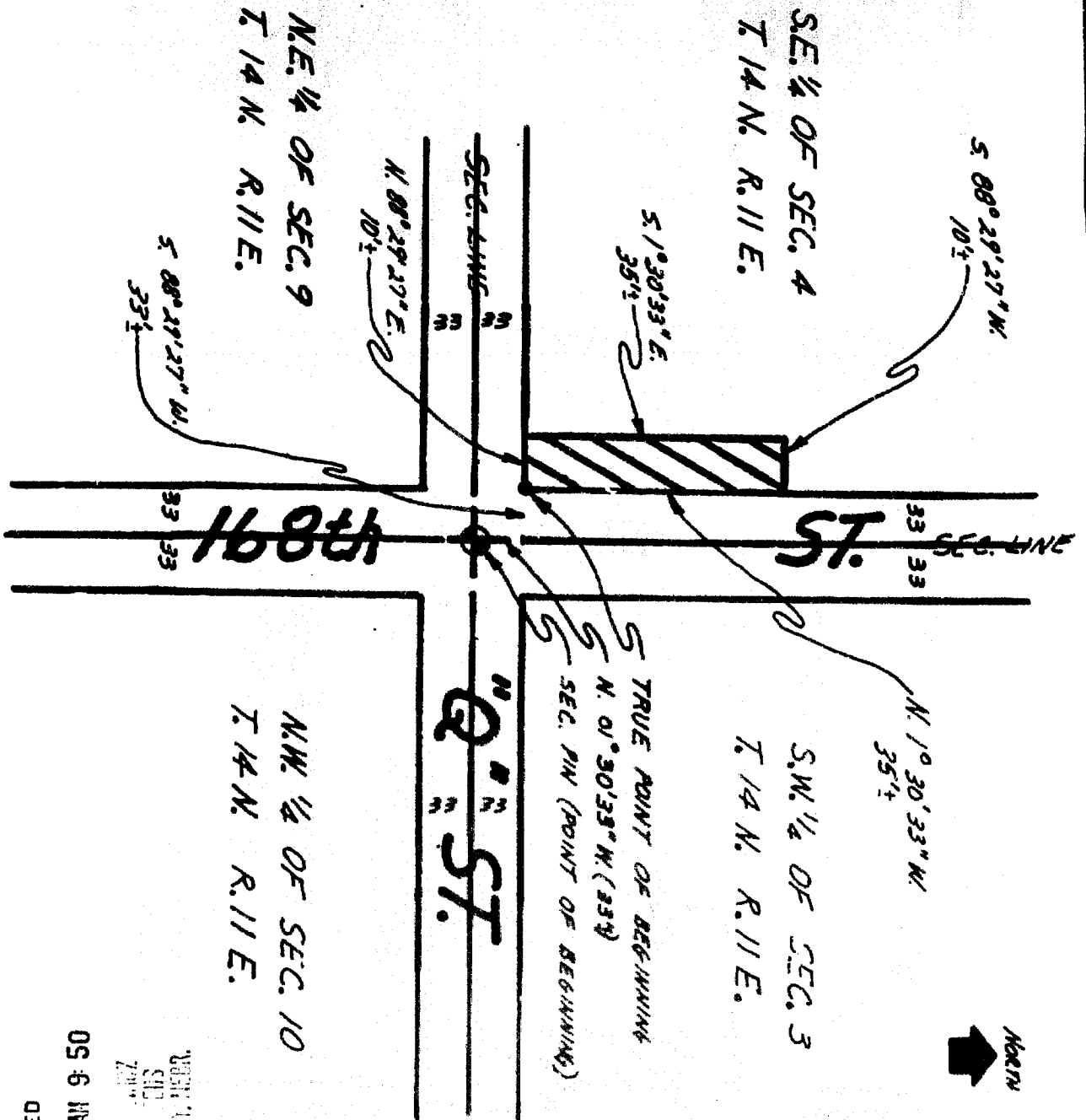
TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

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 tract 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

Affects
Lot 1.



RECEIVED
 1986 JUN 19 AM 9:50
 GEORGE W. HARRIS
 REGISTRY
 DOUGLAS COUNTY, NEBR.

278 Del 4-14-11 FR Fee 20.50
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DRAWN BY <u>[Signature]</u> DATE <u>3-12-86</u>		METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA EASEMENT ACQUISITION FOR <u>W.C.R. 659-2</u> LAND OWNER <u>Metropolitan Utilities District</u> LEGEND PERMANENT EASEMENT <u>ZZZ</u> TOTAL ACRE <u>2008.2</u> PAGE 1 OF 1
CHECKED BY <u>[Signature]</u> DATE <u>3-12-86</u>		
APPROVED BY _____ DATE _____		
REVISED BY _____ DATE _____		
REV. CHK'D BY _____ DATE _____		
REV. APPROV. BY _____ DATE _____		