nun 778 pac 193

A COLUMN STATE OF WA

THIS INDENDING, made this 1074 day of 1000 , 1986 between HUNTERS GLEM JOINT TENTURE, a Joint Venture organized under the Nebrasia Uniform Partnership Act, hereinafter referred to as "Grantor", and NETHOROLITAN 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: Lot 1.

Aftects

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 Grantse, 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

800K 778 PAGE 194

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 that they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor Joint Venture.

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.

HUNTERS GLEN JOINT VENTURE, a Joint Venture organized under the Nebraska Uniform Partnership Act, composed of two Venturers, HUNTER CVF, INC., a Nebraska Corporation, and HUNTERS GLEN, INC., a Nebraska Corporation, Grantor

By: HUNTER CVF, INC., a Nebraska Corporation

ATTEST:

(Corporate Seal)

By: Lawrence J. Fellion, President

and

ATTEST:

(Corporate Seal)

By: HUNTERS GLEN, INC., a Nebraska Corporation

By: Jan L. Buck, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this day of fine 1986, before me, the undersigned, a Notary Public in and for said State and County, personally came Lawrence J. Fellian to me personally known to be President of HUNTER CVF, INC., a Nebraska Corporation, a venturer of the HUNTERS GLEN JOINT VENTURE, a Joint Venture organized under the Nebraska Uniform Partnership Act, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said Corporation and of said Corporation as a venturer in said Joint Venture and the voluntary act and deed of said Joint Venture.

800k 778 page 195

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



Actan Hilderbrand Notary Public

My Commission expires: 16-87.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

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

Notary Public

My Commission expires: Mach Hottle

MERION, INTERPOSED of Interpla DEBRA K. RAADE "STATES" by Green, Eq. Morb 10, 1980

	800x 77	'8 ruce 19 6	
	WE'N OF SEC 9 WE'N OF SEC 9 WE'N OF SEC 9	7/4 No. R. 11 E. 5/3033'E.	SE 1 OF SEC. 4
# 7 P	86 WW 12 OF SEC.	T. 14 N. R. 11 E. 5 TRUE POINT OF BEGINNING 5 SEC. PIN (POINT OF BEGINNING)	57. 88 M. 10 30' 33" W. 35' 4 OF
10900 misc 8 RECEIVED BB6 JUN 19 AN 9-50 GEORG CIS RECES CIS FOUCLAS FROM RECR.	SEC. 10 27 29 Del_ 27 3-196 Indix OF 212 20 Comp	14 N. R. 11 E. 16 N. R. 11 E. 17 OF BEGINNING. 17 OF BEGINNING. 18 OF SEGNNING. 18 OF SEGNNING.	255 3 A STATE OF THE STATE OF T
PRAWN BY AND DATE 3-12-56 MECKED BY CATE 3-17-56 PPROVED BY DATE EVISED BY DATE EV. CHK'D BY DATE EV. APPROV.BY DATE	LEGEND PERMANENT EASEMENT[ZZ] PAGE / OF /	LAND OWNER ANDTESS GLEN SONT NEUTRES TOTAL AGRE GLOOS!	METROPOLITAN UTILITIES DISTRICT OMANA, NEBRASKA EASEMENT ACQUISITION FOR NEC. 2 657/-2