

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 2<sup>nd</sup> day of November, 1989, between HOME LAND CORP., 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 gas and 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

Several tracts in Autumn Ridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and described as follows:

The easterly seven (7) feet of Lots 57 through 60, 87 through 97, and 177, all as the same abut 172nd Street; and

The westerly five (5) feet of Lots 42 through 56 and 178, all as the same abut 172nd Street.

Said tracts contain a total of 0.50 of an acre, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

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 they will not 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 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.

RECEIVED

Nov 14 11 48 AM '89

GEORGE J. BUCKLEWITZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

22011

905 ... 31.00  
111-13 ... JK-WC  
M-1353

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Corporation.

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.

HOME LAND CORP.,  
a Nebraska Corporation,  
Grantor

(Corporate Seal)

ATTEST:

*Jeanne D. Knof*

By: *John C. Allen*  
John C. Allen, President

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

On this 2 day of November, 1989, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came John C. Allen, President of Home Land Corp., a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, 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.

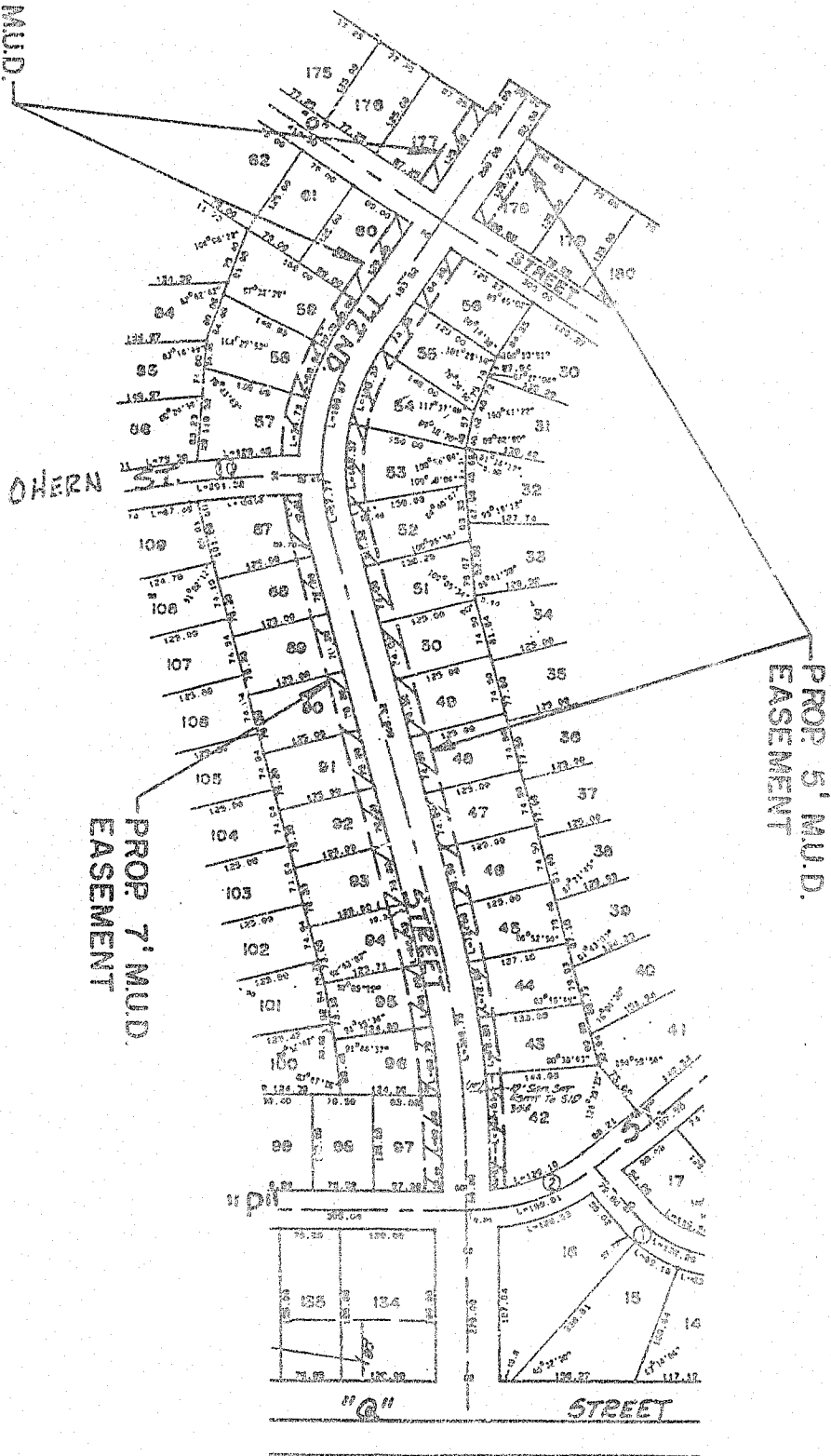
WITNESS my hand and Notarial Seal the day and year last above written.



*Jeanne D. Knof*  
Notary Public

My Commission expires: 8-9-90

PROP 7' MUD.  
EASEMENT



DRAWN BY K.A. DATE 10-10-89  
 CHECKED BY W.W.P. DATE 10-24-89  
 APPROVED BY E.S.S. DATE 10-24-89  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_  
 EV. APPROV. BY \_\_\_\_\_ DATE \_\_\_\_\_

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LEGEND  
 PERMANENT EASEMENT ZZZ  
 TEMPORARY EASEMENT ZZZ

TOTAL ACRES 0.50+  
 PERMANENT \_\_\_\_\_  
 TOTAL ACRE \_\_\_\_\_  
 TEMPORARY \_\_\_\_\_

LAND OWNER HOME  
 LAND CORP.

FOR W.C.C. 739  
GRM 9862

METROPOLITAN  
 UTILITIES  
 DISTRICT  
 OHAMA, MINNESOTA