

Affects Lot 109

BOOK 935 PAGE 607

T

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17th day of August, 1990, between ERWIN H. KUBSCH and VIRGINIA M. KUBSCH, Husband and Wife, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, easements and rights-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water and all below and aboveground 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

The south twenty-seven (27) feet of the north sixty (60) feet of the west 866.71 feet of the Northeast Quarter (NE 1/4) of Section Thirty (30), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska.

Said tract contains 0.5372 of an acre, more or less, and is shown on the drawing attached hereto and made part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

The south fifty (50) feet of the north one hundred ten (110) feet of the west 866.71 feet of the Northeast Quarter (NE 1/4) of Section Thirty (30), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska.

The temporary construction easement shall be effective immediately upon execution hereof and shall expire upon completion of the project.

Said tract contains 0.9948 of an acre, more or less, and is shown on the drawing attached hereto and made 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. It is understood and agreed that this conveyance is not exclusive, that others, including other utilities, may occupy and use the subject easement parcels upon receiving the lawful consent of the Grantor, conditional on the occupancy and use not unreasonably interfering with the Grantee's occupancy, use and enjoyment of its easement rights herein conveyed. Further, it is understood and agreed that the Grantee shall not sublet to

RECEIVED
Aug 23 10 29 AM '90
GEORGE J. BRIDGES, JR.
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

B619 Macy

935 N C/O FEB 22 1990
607-610 N 30-15-11 RAY DEL VK MC X
Miac COMP Q FIB 01-60000

30

others for different uses and purposes, its easement rights herein conveyed.

2. The Grantors agree that neither they nor their 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.

3. The Grantee shall restore the surface of the soil or paving or other such covering excavated for any purpose hereunder, and shall restore any fencing, either removed or damaged by Grantee's work, to the original condition as near as may be reasonably possible and as soon after such work is performed as may be reasonably possible to do so. These provisions shall apply both with respect to the original installations and with respect to any later maintenance, repair or line monitoring.

4. As a part of the consideration given for the easement conveyances and in addition to the financial consideration recited hereinabove, at the conclusion of the project, crop damage, if any, shall be paid by the Grantee to the Grantor or the Grantor's designee in an amount based on the yield from the balance of the field less expenses of marketing and harvest. Crop damage shall mean damage to such crops as are required to be planted annually and which are actually damaged due to the activities of the Grantee, including agents and employees. The financial considerations recited hereinabove and in this crop damage provision shall cover all damages, if any, caused by the activities of the Grantee, its agents, employees and private contractor arising out of the subject easement conveyances.

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

6. It is further agreed the Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their 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.

IN WITNESS WHEREOF, the Grantors have caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

ERWIN H. KUBSCH and
VIRGINIA M. KUBSCH,
Husband and Wife, Grantors

Erwin H. Kubsch
Erwin H. Kubsch

Virginia M. Kubsch
Virginia M. Kubsch

ATTEST:

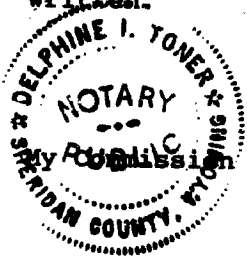
31

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss
COUNTY OF Sheridan)

On this 17th day of August, 1990, before me, the undersigned, a Notary Public in and for said State of Wyoming, County of Sheridan, personally came Erwin H. Kubsch and Virginia M. Kubsch, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution of this instrument to be their voluntary act and deed as individuals and as husband and wife.

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

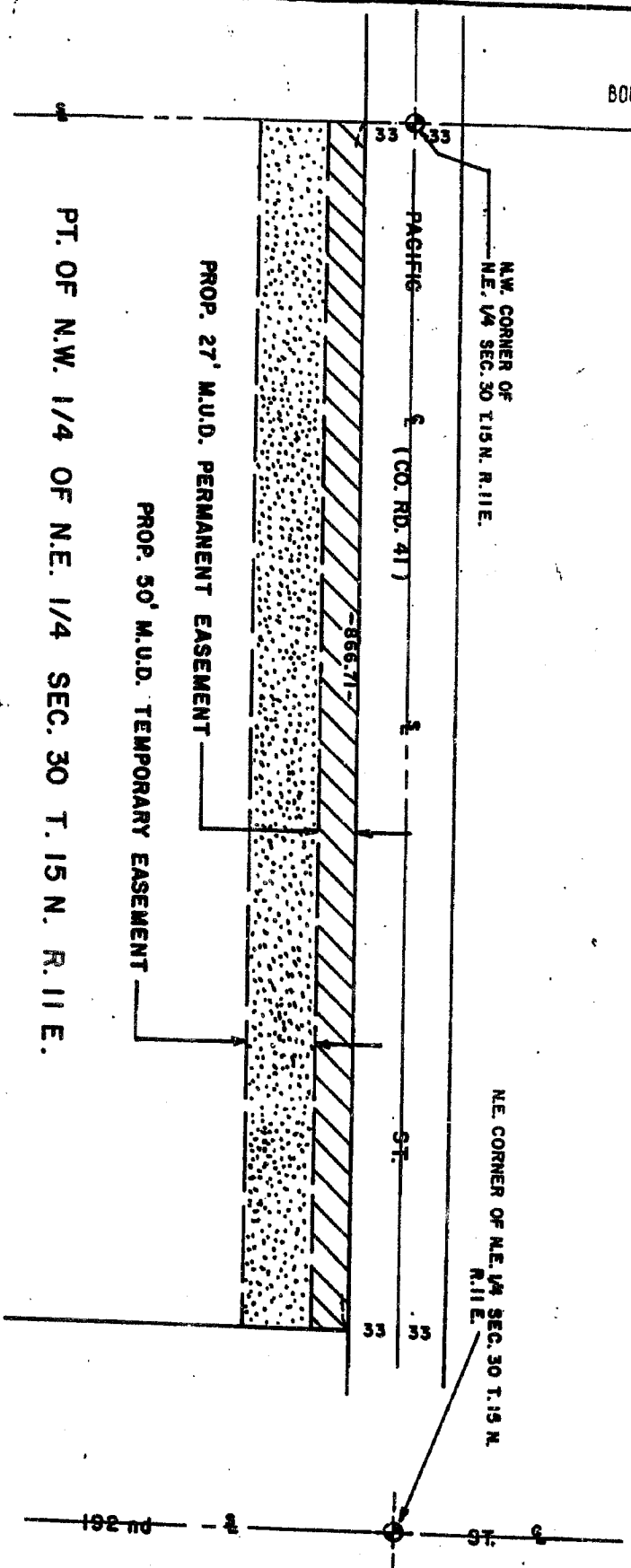


Delphine I. Toner
Notary Public

My Commission expires: My Commission expires January 8, 1992

38

(NO SCALE)



PT. OF N.W. 1/4 OF N.E. 1/4 SEC. 30 T. 15 N. R. 11 E.

PROP. 27' M.U.D. PERMANENT EASEMENT

PROP. 30' M.U.D. TEMPORARY EASEMENT

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION FOR W.C. 7201	
LAND OWNER ERWIN H. KUBSCH ETAL	
TOTAL ACRE PERMANENT	0.5372
TOTAL ACRE TEMPORARY	0.9948
LEGEND PERMANENT EASEMENT ZZZZ TEMPORARY EASEMENT RRRR	
PAGE	OF
DRAWN BY <u>R.D.</u>	DATE <u>2/9/90</u>
CHECKED BY _____	DATE _____
APPROVED BY _____	DATE _____
REVISED BY _____	DATE _____
REV. CHK'D BY _____	DATE _____
REV. APPROV. BY _____	DATE _____

33