EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 19th day of April, 1985, between SOUTH PACIFIC CENTER, INC., 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 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

The North 17 feet of Lot One (1), Block Twenty-eight (28), except for a 35-foot strip parallel to and abutting the Union Pacific Railroad right-of-way on the west edge of said Lot, all in Pacific Heights, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tract, as shown on the attached drawing made a part hereof by this reference, contains 0.285 of an acre, more or less.

TEMPORARY EASEMENT

The South 20 feet of the North 37 feet of Lot One (1), Block Twenty-eight (28), except for a 35-foot strip parallel to and abutting the Union Pacific Railroad right-of-way on the west edge of said Lot, all in Pacific Heights, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tract, as shown on the attached drawing made a part hereof by this reference, contains .335 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 permanent easement tract any building or structure, except pavement, and neither it nor they will give anyone else permission to do so. The Grantor agrees that neither it nor its successors or assigns will at any time on or from the date of execution of this conveyance for a period of two years from the date of execution, erect, construct or place on or below the surface of said temporary easement tract any building or structure, or otherwise impede or interfere with construction work on said temporary easement tract, nor will it or they give anyone else other than other utilities 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 condition thereof and as soon after such work is performed as may be reasonably possible to do so, with this exception: the contour of the permanent easement tract is expected to change without obligation on Grantee's part to restore the same to its original contour.

3. It is agreed Grantor may grow crops on the two easement tracts; however, until expiration of the two-year temporary easement period, Grantor agrees, if it grows crops, to grow a low grass to control weeds in the said tracts.

4. 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.

5. 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.

6. The persons executing this instrument represent they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor 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.

SOUTH PACIFIC CENTER, INC.,
A Nebraska Corporation,
Grantor

By: John G. Peterson
John G. Peterson, President

(Corporate Seal)

By: Walter L. Griffiths
Walter L. Griffiths, Secretary

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 17th day of April, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally came John G. Peterson and Walter L. Griffiths to me personally known to be the President and Secretary, respectively, of SOUTH PACIFIC CENTER, INC., a Nebraska corporation, and they acknowledged the execution of this instrument to be their voluntary act and deed as individuals and their voluntary act and deed as such officers and the voluntary act and deed of said corporation.

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

GENERAL NOTARY - State of Nebraska
BETTY L. EINUNG
My Comm. Exp. Jan. 4, 1986

Betty L. Einung
Notary Public

My Commission expires: January 4, 1986.

138 Rec'd

RECEIVED
1985 APR 26 PM 1:56
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.
138

FOUNTAIN HILLS

160th ST.

80'

67.83
63.87
135 143.6 136 153.69 137 151.32
93.27 75.71 107.35

1/4 1/4 LINE

156th ST.

N.W. COR. N.E. 1/4 SEC. 27-15-11

U.P.R.R.

33'
33'

℄ PACIFIC ST.

775.12'
734.70'
724.88'
713.34'

17'
20'

536.95'±

40.42

U.P.R.R. E. R.O.W. LINE

35'

EXIST. 35' PERM. SEWER & DRAINAGE ESMT. (S.I.D. 291)

NOTE: RESTRICTIVE COVENANTS RESERVE THIS 17' FOR STREET WIDENING

LOT 1
BLOCK 28

PACIFIC HEIGHTS

1/4 SEC. LINE

BOOK 737 PAGE 135

50'
50'
33'
33'
1313.45'
1327.55

N.E. COR. SEC. 27-15-11

Book 737
Page 133
of Misc HB

N

Fee 15.50 ow
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Index ow / HB
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N 69-547 KP
69-385
Comped
MC

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR W.C. 6269-2

LAND OWNER
SOUTH PACIFIC CENTER INC.

TOTAL ACRE PERMANENT 0.285 ±
TOTAL ACRE TEMPORARY 0.330 ±

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY DATE 11-1-84
CHECKED BY DATE 11-1-84
APPROVED BY DATE
REVISED BY DATE
REV. CHK'D BY DATE
REV. APPROV. BY DATE