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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

PERMANENT
AND
TEMPORARY
EASEMENTS AND RIGHTS-OF-WAY

FEE	FB
EXP.	C/O
SCAN	COMP
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THIS INDENTURE, made this 15 day of Nov, 1999, between HAROLD I. TAYLOR and MARTINA R. TAYLOR, Husband and Wife, Joint Tenants with Rights of Survivorship, ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, permanent easements 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 on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in the SE 1/4 of the SE 1/4 of Section 19, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, and described as follows:

A triangular parcel in the north twenty feet (20') of the west twenty feet (20') of the south fifty-three feet (53') of the east fifty-three feet (53') of the SE 1/4 of the SE 1/4 of Section 19, Township 15 North, Range 11 East with a twenty foot (20') leg abutting Pacific Street right-of-way and a twenty foot (20') leg abutting 192nd Street right-of-way.

This permanent easement contains 0.005 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY EASEMENT

A tract of land in the SE 1/4 of the SE 1/4 of Section 19, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, and described as follows;

The west 547 feet of the east 580 feet of the north fifty feet (50') of the south eighty-three feet (83') of the SE 1/4 of the SE 1/4 of Section 19, Township 15 North, Range 11 East, except a triangular parcel in the south twenty feet (20') of the east twenty feet (20') of said tract with a twenty foot (20') leg abutting Pacific Street right-of-way and a twenty foot (20') leg abutting 192nd Street right-of-way.

Return To: TJ Seave
M.D. Law Dept
1723 Harney Street
Omaha NE
68102-1960

This temporary easement contains 0.623 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent and Temporary Easements and Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors and their successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement tracts any building or structure and shall not permit anyone else to do so, and, with respect to the temporary easement tracts, the same prohibitions apply during the effective period of those temporary conveyances, which effective period shall commence upon the date of execution hereof and cease upon completion of the project contemplated herein or on January 1, 2001, whichever occurs first.

2. The Grantee shall restore or replace, where reasonably necessary, any fencing, landscaping and/or ground cover (paving, asphalt, etc.), to its condition prior to the onset of the project or the onset of any subsequent maintenance. Furthermore, the Grantee shall restore the soil or sod excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour and condition within a reasonable time after the original or any subsequent work is performed.

3. If there are trees in the easement site, the Grantee shall remove only the trees that prohibit the construction of the main. In the event trees must be removed to construct the main, they shall be replaced over the easement site by neither the Grantor nor Grantee nor anyone else.

4. Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

5. The Grantors are lawful possessors of this real estate; have good right and lawful authority to make such conveyance; and Grantors and their successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, Grantors execute these Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

HAROLD I. TAYLOR and
MARTINA R. TAYLOR,
Husband and Wife, Joint Tenants
with Rights of Survivorship, Grantors

By: Harold I. Taylor
Harold I. Taylor

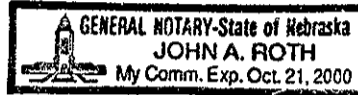
By: Martina R. Taylor
Martina R. Taylor

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Nov. 15th, 1999,
by Harold I. Taylor and Martina R. Taylor, husband and wife, Joint Tenants with Rights
of Survivorship.

John A. Roth
Notary Public





**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA
EASEMENT
ACQUISITION**

FOR **W.C.P. 8715**

LAND OWNER
HAROLD L. TAYLOR
940 S. 192nd ST
ELKHORN, NE. 68022

TOTAL ACRE _____
PERMANENT 0.005 ±
TOTAL ACRE _____
TEMPORARY 0.623 ±

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY R RILEY
 DATE 09-10-99
 CHECKED BY _____
 DATE _____
 APPROVED BY JWS
 DATE 9-14-99
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

UNPLATTED
 S.E. 1/4 OF S.E. 1/4 SEC. 19, T.15 N., R. 11 E.

NO SCALE

