

TEMPORARY EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 5th day of January, 1994, between JAY O. WARREN and RUTH WARREN, 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 Two Hundred Dollars (\$200.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors, assigns, agents and subcontractors a temporary easement and right-of-way to bore test holes together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

The Northwest, Northeast, Southwest and Southeast Quarters (NW 1/4, NE 1/4, SW 1/4, SE 1/4) of the Southwest Quarter (SW 1/4) of Section One (1), Township Fourteen (14) North, Range Ten (10) East of the 6th P.M., in Douglas County, Nebraska, except that part taken for State of Nebraska Highway purposes.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors, assigns, agents and subcontractors.

1. The Grantors represent they 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.

2. The consideration paid for the easement shall cover all damages except for crop damage, if any, resulting from the boring of test holes. Crop damage is not anticipated since boring is planned for winter months. Crop damage will be paid for 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 District, including its agents, subcontractors and employees.

Return to -

R. OWENS

M. U. D.

1723 HARVEY STREET

OMAHA, NE 68102

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.

JAY O. and RUTH WARREN, Grantors

Jay O. Warren  
Jay O. Warren

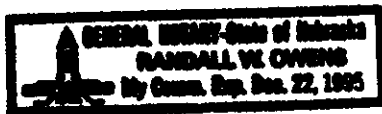
Ruth Warren  
Ruth Warren

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                              ) ss  
COUNTY OF DOUGLAS )

On this 5th day of January, 1994, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Jay O. Warren and Ruth Warren, known to be the identical persons whose names are affixed to the foregoing instrument, and each acknowledged the execution of this instrument to be the voluntary act and deed of each.

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



Randall W. Owens  
Notary Public

My Commission expires: Dec. 22, 1995.

UM 00229 1107  
CASH \_\_\_\_\_ BK \_\_\_\_\_ R 144-108 FB 21-6000  
TYPE misc PG 389-390 CIO \_\_\_\_\_ COMP \_\_\_\_\_ SCAN VD  
FEE 1050 OF misc LEGL PG 389 MC \_\_\_\_\_ FV \_\_\_\_\_

RECEIVED  
JAN 6 9 32 AM '94  
GEORGE J. ...  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE