



MISC 2004096614

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1 BKP 31-15-11 C/O _____ COMP _____
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JUL 21 2004 13:47 P 5

METROPOLITAN UTILITIES DISTRICT
1723 Harney Street
Omaha, NE 68102

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
7/21/2004 13:47:34.64



EASEMENT

THIS INDENTURE, made this 7th day of July, 2004, between AT&T CORP., formerly known as American Telephone and Telegraph Company, a New York corporation ("Grantor") and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, its successors and assigns, ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Three Hundred and no/100 Dollars (\$300.00), and other valuable consideration, as owner of that certain real property (the "Property") located in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 31, Township 15 North, Range 11 East, Douglas County, Nebraska hereby grants, transfers and conveys unto Grantee a non-exclusive easement and right of way (the "Easement") for the purpose of installation, inspection, maintenance, repair, operation and removal of pipelines for the transportation of water and all appurtenances thereto in, upon and across a portion of the Property owned by Grantor (the "Premises"), more particularly described as follows:

The northerly ten feet (10.00') of the southerly sixty feet (60.00') of the easterly one hundred and eighty-one one hundredths feet (100.81') of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 31, Township 15 North, Range 11 East, Douglas County, Nebraska. The Premises contains 0.023 of an acre, more or less, and is shown on Exhibit A, attached hereto and made a part hereof by this reference.

FURTHER, the Easement is granted upon and subject to the following terms, covenants and conditions:

1. The Easement granted herein is in gross.
2. Upon receipt of this Easement fully executed by Grantor, Grantee may affix to and install in or on the Premises such structures, equipment and appurtenances as may be required for the operation and maintenance of said equipment, provided that upon completion of construction of the water transportation system and connections, all remaining structures, equipment and appurtenances (the "Improvements") shall be placed underground at a depth of forty (40") inches or more below the surface of the ground; except for a 24-inch round iron cover which will be located on the surface of the Premises. Said Improvements shall be constructed, maintained and operated in compliance with all applicable laws and regulations and in such a manner as not to unreasonably interfere with the operation of the Grantor on the Property. Grantee further agrees that no reservoir or lagoon shall be installed on the Premises. Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether recorded or not, affecting the Premises or any portion thereof.

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APRIL 2004

Return to: *Susan Hagan*
M.U.D.
1723 Harney Street
Omaha, NE 68102

3. Grantee agrees to pay for all labor used upon and all materials joined or affixed to the Premises by Grantee and shall save the Premises and Grantor harmless from any lien, or claim of lien, in respect thereto.

4. Grantee shall repair promptly, at its sole risk and expense, any and all damage to the Premises, Property or fences caused by Grantee's use of the Easement and shall, during initial or subsequent excavations, restore the Premises to reasonably its original condition, including restoration of the topsoil at the top of any excavation, backfilling after settling, fertilizing, seeding and strawing. If, in an emergency, Grantor has to repair such Grantee damage, the Grantee shall pay the actual reasonable costs thereof within sixty (60) days of the receipt of an itemized bill from Grantor.

5. Any and all property, and other improvements, installed in or affixed to the Premises by Grantee shall remain Grantee's personal property.

6. Grantee shall at all times during the continuance of this Easement have ingress to and egress from the Premises, for the purpose of operating, maintaining, or otherwise managing its equipment; provided however, that such ingress to and egress from the Premises shall not be across Grantor's adjacent property.

7. Grantee shall arrange for, provide and pay for all services, electric power, and other utilities used by Grantee on the Premises during the continuance of this Easement.

8. Grantee shall pay any and all taxes, which during the continuance of this Easement, may be levied or assessed upon Grantee's equipment or other property improvements on the Premises. If such taxes, or any of them are assessed to Grantor, they shall be paid by Grantor, and Grantee shall reimburse Grantor upon demand the full amount so paid by Grantor.

9. Grantee's occupancy or use of the Premises shall not create or vest in Grantee any ownership or interest of whatsoever nature in the Premises other than as specifically given hereby.

10. Grantee, at its own cost and expense, shall at all times keep the Premises and equipment now or hereafter erected or placed thereon in good order and repair, in a safe condition, and in a manner reasonably satisfactory to Grantor. Furthermore, Grantee agrees to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip of land.

11. Grantee shall at all times during the continuance of this Easement strictly comply with all applicable laws, governmental orders and rules and regulations affecting Grantee's enjoyment of any rights hereunder.

12. Grantee shall be responsible for damages resulting from personal injuries, death or property damage arising from Grantee's willful misconduct or from the negligent acts or omissions of Grantee, its employees, agents, and contractors while exercising the rights granted herein.

13. Grantee, its employees, agents, and contractors shall use the Easement at their sole risk and shall indemnify and hold harmless Grantor, including any of its successors, affiliates or subsidiaries, against and from any and all claims, demands and liability of whatsoever kind and nature arising out of or in any way connected with Grantee's use of the Easement to the extent of Grantee's negligence, except to the extent caused by the negligence or willful misconduct of Grantor, or Grantor's employees, agents or contractors.

14. (a) Grantee agrees that it shall not use, have present or transport on or about the Premises any hazardous or toxic materials, wastes or substances or any other pollutants or contaminants other than those customarily used in connection with the use of the Easement permitted hereunder (collectively referred to as "Hazardous Materials"), without the express written consent of Grantor, which shall not be

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unreasonably withheld. Grantee shall comply with all laws, rules, regulations, ordinances, orders and codes governing the use, possession, storage, transportation and disposal of Hazardous Materials.

(b) Grantee covenants to investigate, clean up and otherwise remediate any release onto the Premises of Hazardous Materials by Grantee, its employees, agents, representatives, contractors or permitted assigns at Grantee's cost and expense. Except in an emergency, such clean up shall be performed by Grantee only if the Grantee has obtained Grantor's written consent, which shall not be unreasonably withheld. In the event that Grantor must clean-up or otherwise remediate Hazardous Materials released by or in connection with Grantee's use of the Easement, Grantee shall immediately reimburse Grantor for all costs and expense therefrom, upon receipt of Grantor's invoice for such clean-up or remediation.

(c) Grantee agrees to indemnify, defend and hold Grantor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or loss arising from such release or from Grantee's breach of its representations, agreements, covenants and obligations contained in this paragraph 14.

15. The Easement granted herein is non-exclusive. Grantor retains the right to make any use of the Premises, including the right to grant concurrent easements in the Premises to third parties that does not interfere with Grantee's free use and enjoyment of the Easement.

16. Grantor, its successors and assigns shall not at any time erect, construct or place on or below the surface of the Premises, any building or structure, except pavement or a similar covering. Grantor shall not permit any other person or entity to erect, construct or place a building or structure on the Premises at any time.

17. Grantor and Grantee represent and warrant that they have full authority to enter into and perform this Easement without the consent or approval of any other person or entity including, without limitation, any mortgagees, partners, ground lessors, or other superior interest holders or interested parties. The persons signing this Easement on behalf of Grantor and Grantee represent and warrant that they have the full and complete authority, corporate, partnership or otherwise, to bind Grantor and Grantee to this Easement.

18. This Easement constitutes the entire agreement and understanding between the parties relative to the Easement and supersedes any and all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to the Easement.

IN WITNESS WHEREOF, the undersigned have duly executed this Easement as of the day and year first above written.

GRANTOR: AT&T CORP

By: *[Signature]*

Title: *for Global Real Estate Vice President*

GRANTEE: METROPOLITAN UTILITIES DISTRICT OF OMAHA

By: *[Signature]*

Title: GENERAL COUNSEL

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AT&T/MUD
OMAHA, NE
APRIL 2004

GRANTOR ACKNOWLEDGEMENT

STATE OF New Jersey
COUNTY OF Monmouth ss.

BEFORE ME, the undersigned authority, on this 7 day of July 2004, personally appeared Thomas Shurtle, known to me to be the person whose name is subscribed to the foregoing instrument as a Global Cellular New Jersey AT&T Corp., and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

Marcia Montgomery
Notary Public

(SEAL)

My commission expires MARCH 2, 2006
Notary Public of New Jersey
My Commission Expires Jan. 15, 2006

GRANTEE ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

BEFORE ME, the undersigned authority, on this 13th day of June 2004, personally appeared Daniel G. Crouble known to me to be the person whose name is subscribed to the foregoing instrument as a General Counsel of Metropolitan Utilities District of Omaha, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

Sandy M. Simon
Notary Public

(SEAL)



My commission expires: 10/10/06

BASEMENT (ELKHNER002)
AT&T/MUD
OMAHA, NE
APRIL 2004

**ETROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION**

WCP 9680

OWNER _____
 ATTN: _____
 P.O. Box 1228 NIM, G17G
 MOOREHEAD, NJ 07960

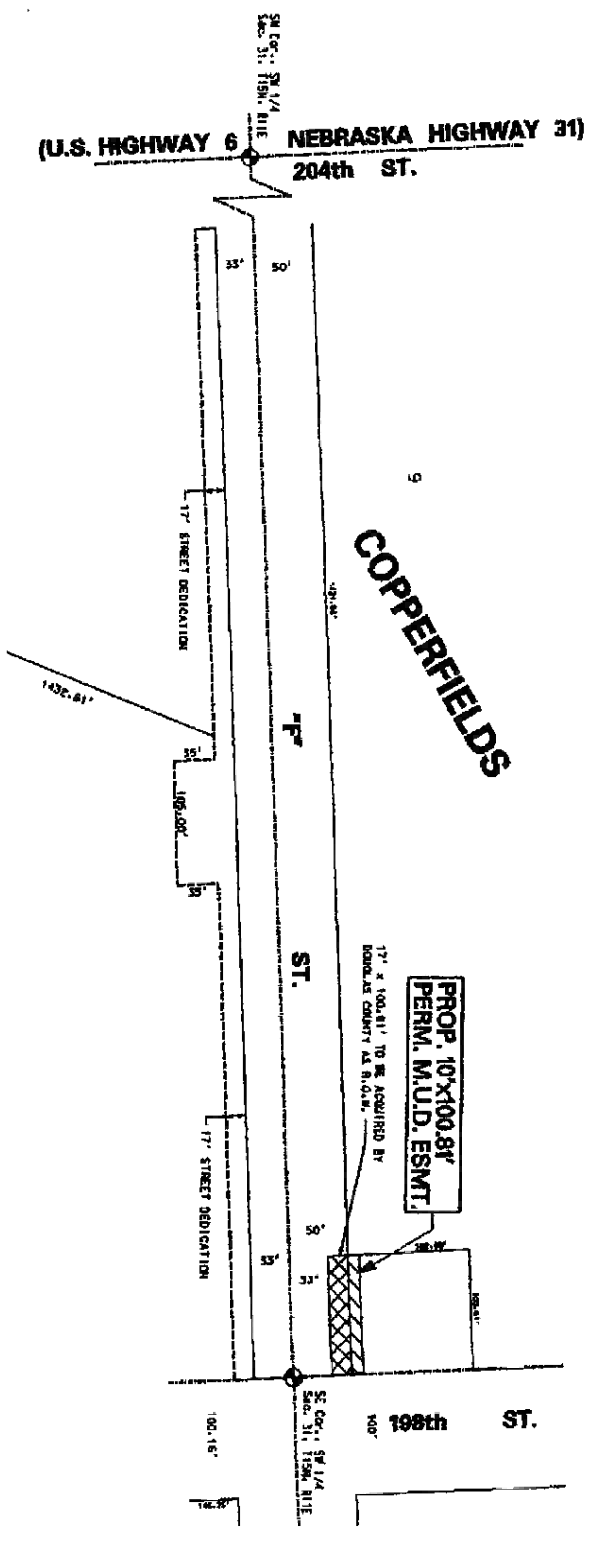
1/4 ACRE 0.025 ±
 1/4 ACRE 0.000 ±

LEGEND
 EASEMENT ACQUISITION [Hatched Box]
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DATE 1 OF 1

DESIGNED BY TAA
 CHECKED BY RJB/22
 APPROVED BY _____
 DATED BY 4-25-04
 CHECKED BY _____
 APPROVED BY _____

EXHIBIT A



NO SCALE
 COPPERFIELDS
 204th ST. & 198th ST.

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