

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 6th day of JUNE, 1986, between ROGERS LAND COMPANY, 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

A parcel in Lots Twenty-three (23) and Twenty-four (24) of Copper Creek, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska. Said parcel is more particularly described as follows:

The East five (5) feet of the South sixty-five (65) feet of Lot 23.

The East five (5) feet of the North sixty-five (65) feet of Lot 24.

Said parcel is shown on the attached drawing which is made part hereof by this reference. Said parcel contains .015 of an acre, more or less.

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Carl J. Hibbard
REGISTER OF DEEDS

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 easement tract any building or structure, except pavement, and neither it nor they will give anyone else 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.

3. 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.

4. 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.

5. The persons executing this instrument represent they have the requisite authority to execute same and make this conveyance on behalf of said General Partnership.

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.

ROGERS LAND COMPANY,
A Nebraska General
Partnership, Grantor

By: *Franklin P. Rogers*
Franklin P. Rogers, Partner

and

ATTEST:

By: *Joseph P. Rogers*
Joseph P. Rogers, Partner

and

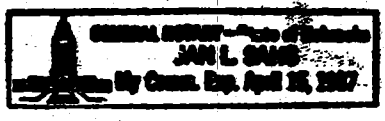
By: *Michael F. Rogers*
Michael F. Rogers, Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 10th day of June, 1986 before me, the undersigned, a Notary Public in and for said State and County, personally came Franklin P. Rogers, Joseph P. Rogers and Michael F. Rogers, to me personally known to all be Partners in ROGERS LAND COMPANY, a Nebraska General Partnership, and 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 such Partners and the voluntary act and deed of said General Partnership.

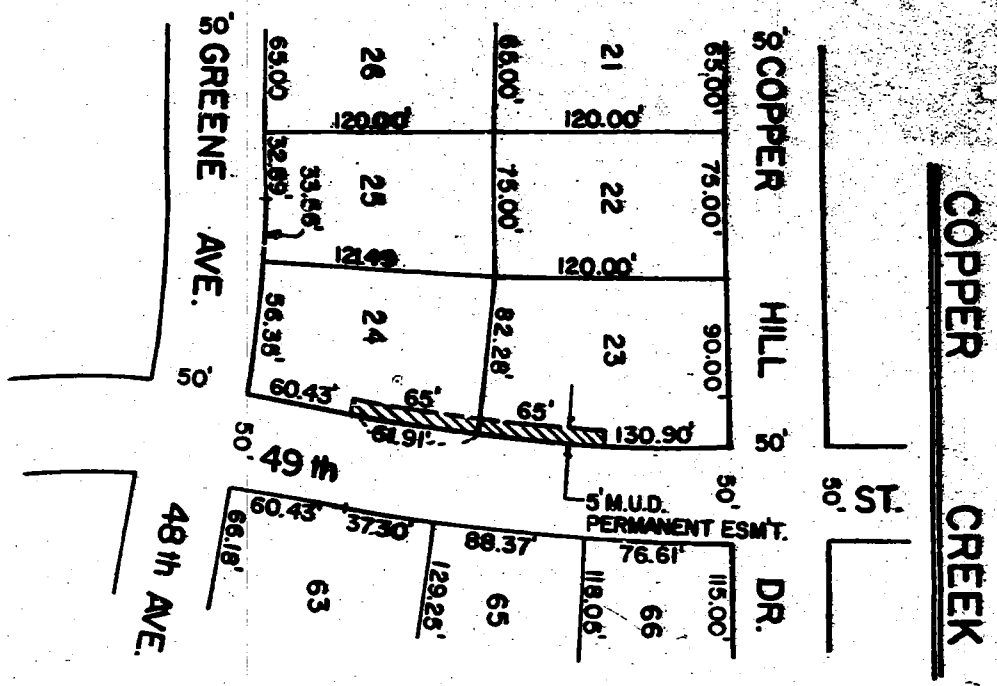
WITNESS my hand and Notarial Seal the day and year last above written.



Jan L. Sans
Notary Public

My Commission expires: April 15, 1987.

59-1536B



METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION
FOR W.C.C. 6571

LAND OWNER ROGERS
LAND COMPANY

TOTAL ACRE 0.015 ±

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY R.I.D. DATE 5-19-86
 CHECKED BY _____ DATE _____
 APPROVED BY *[Signature]* DATE 5-22-86
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

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