

TEMPORARY EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 27th day of SEPTEMBER, 1993, between BENNINGTON COMPANY, 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, a temporary easement and right-of-way for water main installation and equipment storage purposes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

TEMPORARY EASEMENT

A tract in the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska, and described as follows:

Commencing at the Southwest corner of the S.E. $\frac{1}{4}$ of the said S.W. $\frac{1}{4}$ of Sec. 2, T15N, R11E; thence N0°00'00"E 191.71 feet; thence N90°00'00"E 255.04 feet; thence S00°00'00"E 40 feet to the Point of Beginning. Thence N90°00'00"E 84.39 feet; thence S76°39'58"W 86.72 feet; thence N00°00'00"E 20 feet to the Point of Beginning.

Said tract contains 0.019 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
unto the said Grantee, and
its successors and assigns

1. The Grantor agrees that the Grantee and its successors or assigns will at any time during the term of this temporary easement erect, construct or place on or below the surface of said easement tract any building or structure and neither it nor they will give anyone else permission to do so. The easement shall be temporary in duration, for construction and storage purposes, and terminate upon completion of the water main installation contemplated hereunder.

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 contour 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.

Please return to:

M.U.D.
R. Owens
1723 Harney St.
Omaha 68102

CASH 27900.00 BK 1098 R 2-15-11 FB 01-60000
TYPE man PG 246-248 C/O SC COMP SC SCAN PR
FEE 1530 OF man LEGL PG MC FV ---

RECEIVED

OCT 1 4 16 PM '93

GEORGE J. DOUGLAS
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Lt 175
in Lot 2, Tenney
Pines Replat 4

ent and Right-of-Way
District of Omaha,

or its successors or
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