

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 11 day of March, 1977, between Wedgewood Town Homes, Inc., a 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 One Dollar (\$1.00) 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 gas, 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:

A strip of land lying in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, said strip being more particularly described as follows:

A strip of land being Twenty (20) feet wide, lying Ten (10) feet on either side of the following described centerline and extending from the West boundary line of Meadow Lane, a subdivision as now platted and recorded in Douglas County, Nebraska, to the Easterly property line of Outlot Eight (8) of Wedgewood Town Homes Addition, a subdivision as now platted and recorded in Douglas County, Nebraska:

Commencing at the Northwest corner of Lot One (1), Block Four (4), of said Meadow Lane subdivision; thence North 0° 0' 0" East (assumed bearing) along said West boundary line of said subdivision a distance of Forty-two and Five-tenths (42.5) feet to the point of beginning of said centerline; thence South 87° 0' 29" West a distance of Sixty-three and Eight Hundredths (63.08) feet; thence North 51° 33' 10" West a distance of One Hundred Sixty-three (163) feet; thence North 28° 23' 0" West a distance of Two Hundred Twenty (220) feet; thence North 38° 38' 0" West a distance of Ninety-nine (99) feet; thence South 79° 22' 0" West a distance of One Hundred Thirty-three (133) feet, more or less, to a point on the Easterly property line of said Outlot Eight (8).

This strip contains a total of Thirty-three Hundredths (0.33) acre, more or less, all as shown on the plat attached hereto and made a part hereof.

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. Grantor, its successors or assigns agree that they will at no time erect, construct, or place on or below the surface of said strip of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

2. 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 Grantor, or duties and powers of Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

ATTEST:

WEDGEWOOD TOWN HOMES, INC., Grantor

By Harvey H. Telle

Title Pres

Title _____

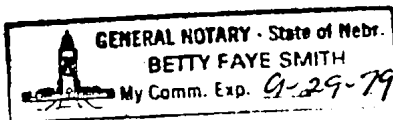
STATE OF NEBRASKA)

) ss

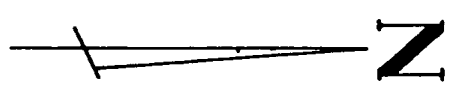
COUNTY OF DOUGLAS)

On this 11 day of March, 1977, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Thomas H. Fullmer, to me personally known to be the President of Wedgewood Town Homes, Inc., a corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

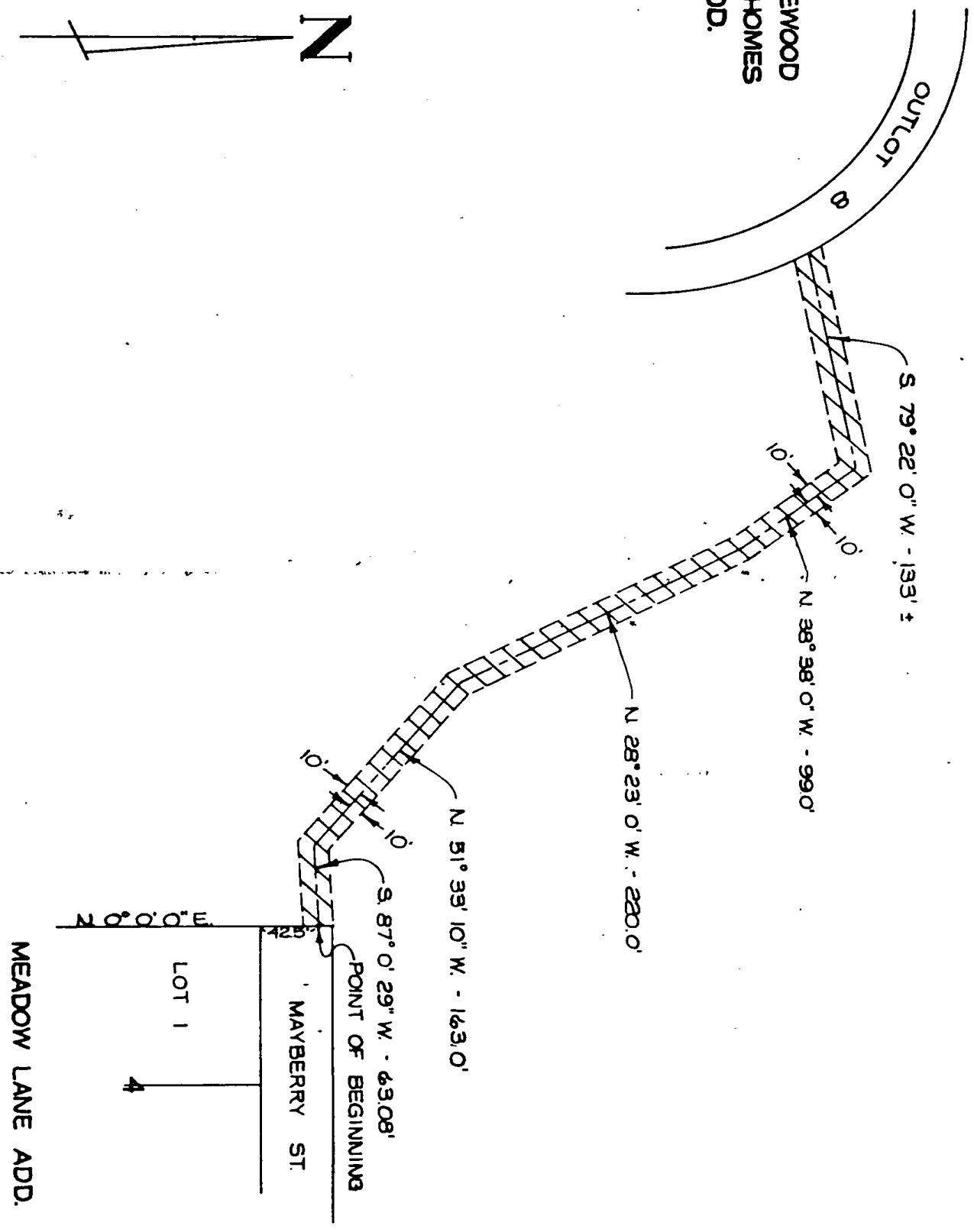
Witness my hand and Notarial Seal the day and year last above written.



Betty Faye Smith
Notary Public



WEDGEWOOD
TOWNHOMES
ADD.



MEADOW LANE ADD.

DRAWN BY PR DATE 3-1-77
CHECKED BY AF DATE 3-1-77
APPROVED BY SPS DATE 3-1-77
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

PAGE 1 OF 1

PERMANENT EASEMENT

TOTAL ACRE 0.33

LAND OWNER _____
WEDGEWOOD TOWN-
HOMES, INC.

EASEMENT
ACQUISITION
FOR WYO 3237

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

RECEIVED
1977 MAR 21 AM 10:36
REGISTRATION DIVISION
COUNTY OF NEBRASKA

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