



BK 0866 PG 173



MISC 1988 17782

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INDEXING
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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 6th day of October, 1988, between MAENNER/FIRST LIMITED PARTNERSHIP, a Nebraska Limited Partnership, 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 gas and water and all appurtenances thereto, including but not limited to three (3) fire hydrants, 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 tract in Bent Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and being described as follows:

The easterly five feet (5.00 ft.) of Lots 302 through 311 inclusive, 198 through 201 inclusive, 180 and 179.

The southerly five feet (5.00 ft.) of Lot 313.

The easterly five feet (5.00 ft.) and the southerly five (5.00 ft.) of Lot 312.

The westerly five feet (5.00 ft.) of Lots 202 through 207 inclusive and 291 through 301 inclusive.

The southerly five feet (5.00 ft.) of Out Lot "A".

Said tract contains 0.207 of an acre, more or less, and is shown on the drawings attached hereto and made a part hereof by this reference.

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 they will not 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 contour thereof and as soon after such work is performed as may be reasonably possible to do so.

17782 F Miss

341
866 N 92-326-3325R C/O FEE 38.00
173-116 N 92-291 DEL IN MC WC
OR Miss COMP. F/B 110-352-

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1988 OCT 25 PM 3:10
GEORGE A. [unclear]

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.

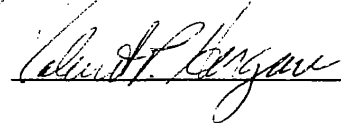
4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said partnership.

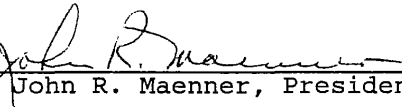
IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

MAENNER/FIRST LIMITED PARTNERSHIP,
a Nebraska Limited Partnership,
Grantor

ATTEST:


Elmer H. Bergau

BY: MAENNER CO., a Nebraska
Corporation, General Partner

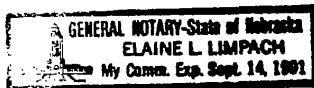
By: 
John R. Maenner, President

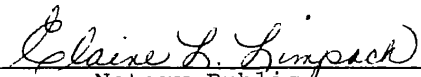
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 6th day of October, 1988, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally John R. Maenner, to me known to be the President of Maenner Co., a Nebraska Corporation, General Partner in Maenner/First Limited Partnership, a Nebraska Limited Partnership, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said Corporation and of said Limited Partnership.

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

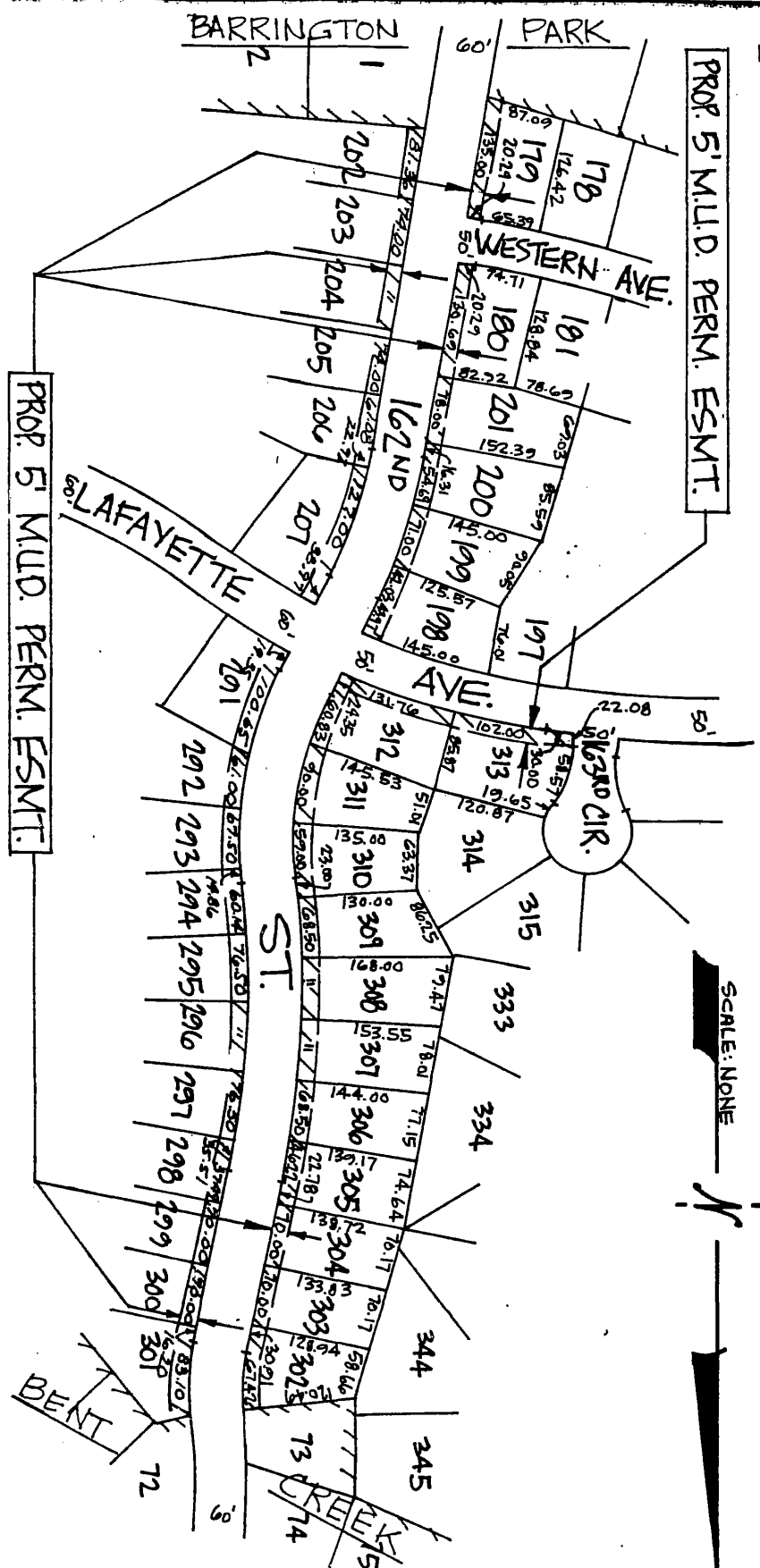



Notary Public

My Commission expires: 7-14-91

BENT CREEK

LOTS 149 THRU 349, INCLUSIVE & OUTLOT "A"



PROP. 5' M.U.D. PERM. ESMT.

PROP. 5' M.U.D. PERM. ESMT.

SCALE: NONE



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION FOR W.C.G. 6887 AND G.R.M. 9515

LAND OWNER
MENNEN FIRST LIMITED PARTNERSHIP (A NEBRASKA LIMITED PARTNERSHIP)

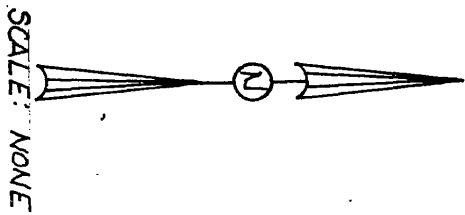
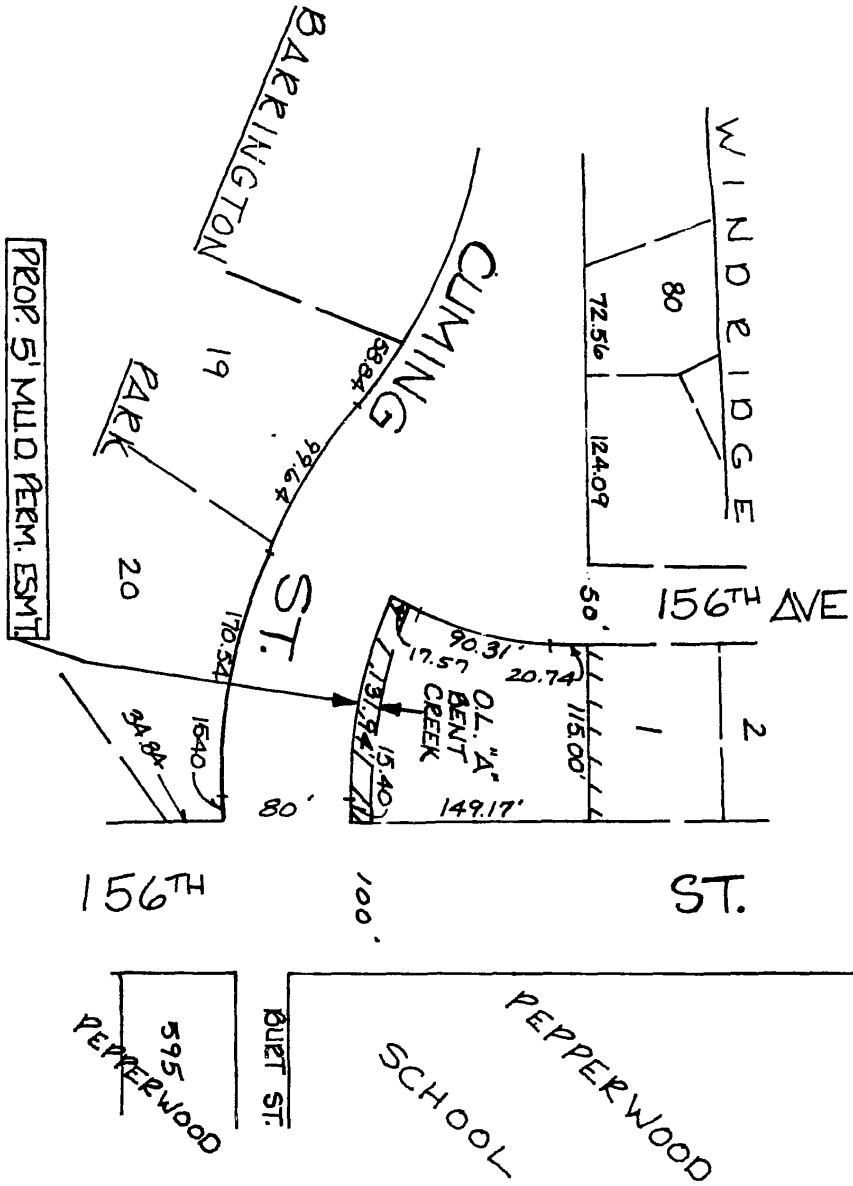
TOTAL ACRE 0.19 ±

LEGEND
PERMANENT EASEMENT TZZZ

PAGE 1 OF 2

DRAWN BY C.G. DATE 4-23-88
 CHECKED BY M.W.P. DATE 4-28-88
 APPROVED BY E.S.S. DATE 6-17-88
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

BENT CREEK



DRAWN BY S.N. DATE 6-7-88
 CHECKED BY W.W.P. DATE 6-8-88
 APPROVED BY E.S.S. DATE 6-17-88
 REVISED BY _____ DATE _____
 REV. CH'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE **2** OF **2**

PERMANENT EASEMENT

LEGEND

TOTAL ACRE 0.0177

LAND OWNER
MAEYNER / FIRST LIMIT
PARTNERSHIP (A NEBE
LIMITED PARTNERSH)

FOR W.C.C. 6887
AND G.E.M. 9515

EASEMENT
 ACQUISITION

OMAHA, NEBRASKA

METROPOLITAN
 UTILITIES
 DISTRICT