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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BKP _____ C/O _____ COMP ECW
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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 14th day of October, 1999, between RIDGES LIMITED PARTNERSHIP, a Nebraska Limited Partnership, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

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 fire hydrants and both large and small valve boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts of land in Brookfield at the Ridges, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

The entirety of Outlot "A" and the 7'-6" frontage of each of Lots 1 through 130, Outlots "B", "C", "D", and "E", inclusive, as the same abut Outlot "A".

This permanent easement contains 7.12 acres, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD this Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is a lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee

Return to: Oluson Brazon
M.U.D. Law Dept.
1723 Harney
Omaha, NE 68102

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR W.C.C. 8906

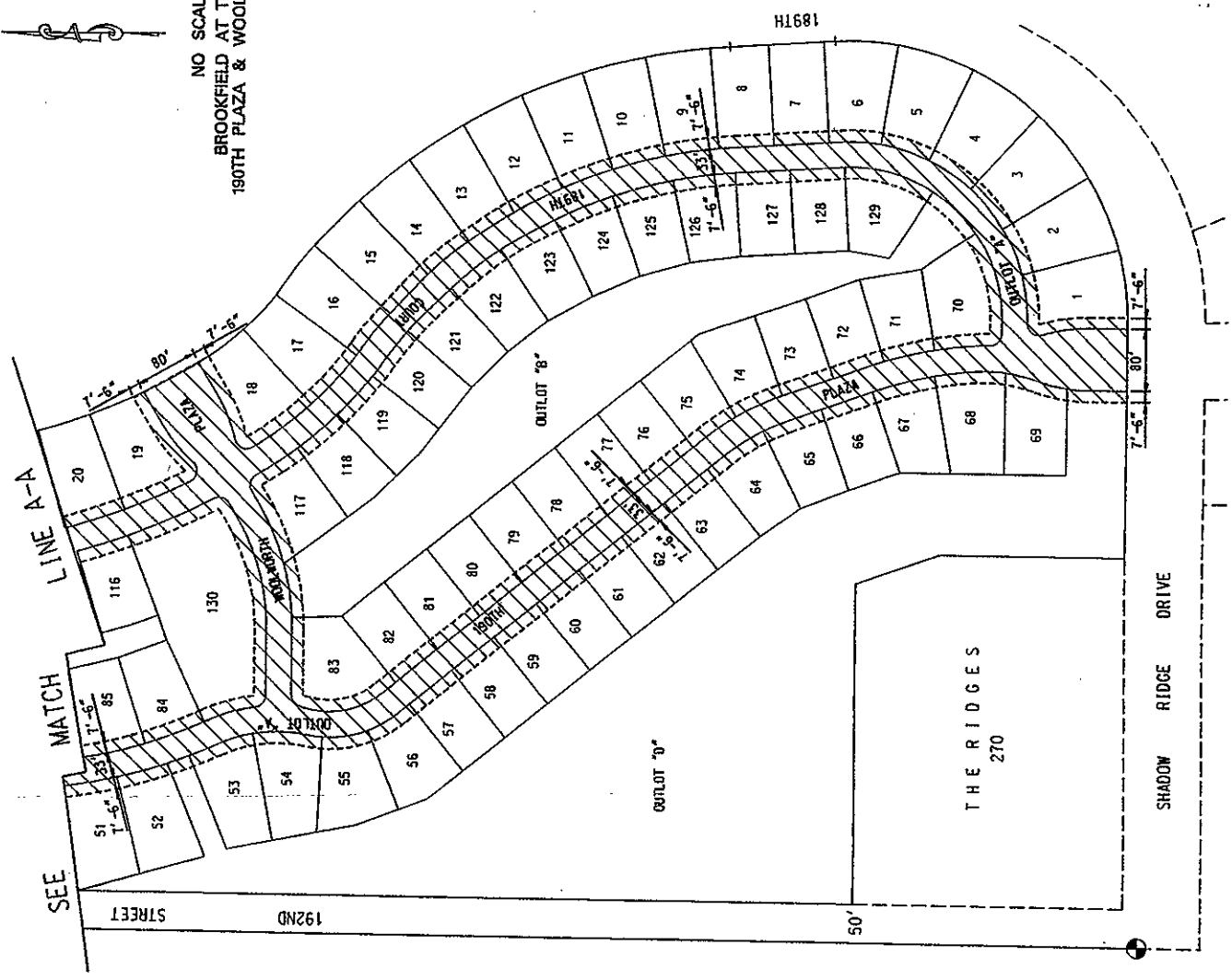
LAND OWNER
RIDGES LIMITED PARTNERSHIP
444 REGENCY PARKWAY, STE. 311
OMAHA, NE. 68114

TOTAL ACRE PERMANENT 7.12 ±

LEGEND
 PERMANENT EASEMENT


PAGE 1 OF 1

DRAWN BY R RILEY
 DATE 09-14-99
 CHECKED BY *CR*
 DATE 9-17-99
 APPROVED BY *SWB*
 DATE 9-17-99
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____



NO SCALE
 BROOKFIELD AT THE RIDGES
 190TH PLAZA & WOOLWORTH PLAZA

