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Received - RICHARD TAKECHI

# PERMANENT <u>AND</u> TEMPORARY CONTRUCTION EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE, made this \_\_ 26\_ day of \_\_ copud between DELTEN ANDRESEN, a married person, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("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, a permanent 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 on, over, under and through lands described as follows:

> Unplatted tracts of land in the NE 1/4 of the NW 1/4 of Section 16, T15N, R11E in Douglas County, Nebraska and being described as follows:

#### PERMANENT EASEMENT

The southerly seventeen feet (17.00') of the northerly fifty feet (50.00') of the easterly four hundred eighty feet (480.00') of the NE 1/4 of the NW 1/4 of Section 16-15-11.

This permanent easement contains 0.187 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

### TEMPORARY EASEMENT

The southerly thirty feet (30.00') of the northerly eighty feet (80.00') of the easterly four hundred eighty feet (480.00') of the NE 14 of the NW 14 of Section 16-15-11.

This temporary easement contains 0.331 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 said Permanent and Temporary Construction Easements and Rights-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and his successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so, and, with respect to the temporary construction easement, the same prohibitions apply during the effective period of this temporary conveyance, which effective period

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shall commence upon the date of execution hereof and cease after completion of the project and restoration work contemplated herein.

- 2. The Grantee shall restore the retaining wall and 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. The Grantee shall pay the fair and reasonable value for crop damage, if any, which may arise in connection with the Grantee exercising the easement rights granted herein. Specifically, crop damage will only be paid in a year where the Grantee digs or excavates or where Grantee's actual use or maintenance of the easement site and such activity results in crop damage.
- 4. 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.
- 5. The Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and his successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, Grantor executes these Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

DELTEN ANDRESEN, a married person, Grantor

Delten W. Onderer
Delten Andresen

## **ACKNOWLEDGMENT**

STATE OF NEBRASKA )
) ss
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on HPRIL Z 6 , 2004, by Delten Andresen, a married person.

Willaue R. Sullu Notary Public

-METROPOLITAN William J. Andresen Etal TR 0.331 ± ACQUISITION 0.187 ± DISTRICT OMAHA, NEBRASKA **EASEMENT** WCP 9762 UTILITIES 2216 S 186th Street PERMANENT EASEMENT TEMPORARY EASEMENT Omaha, NE 68130 P LEGEND DATE 2-17-04 TOTAL ACRE CAND OWNER PERMANENT \_ CHECKED BY. TOTAL ACRE PAGE DATE G E

JS 🚊 437/1 TO'TE OUTLOT ST. 307 NORTHEAST CORNER OF THE NW'4 SECTION 16. TISN. RITE 480, **BLONDO** PROP. 17' × 480' PERM. M.U.D. ESMT. PROP. 30' × 480' TEMP. M.U.D. ESMT.

NO SCALE MANCHESTER RIDGE 175th ST. & BLONDO ST.

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DATE REV. APPROV. BY \_\_

REV. CHK'D. BY \_\_

REVISED BY DATE

APPROVED BY