



BK 1396 PG 641-643

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MISC 2001 13450

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

THIS INDENTURE, made this 22 of AUGUST, 2001, between CELEBRITY TOWNHOMES, INC., a Nebraska Corporation, ("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, a permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT TRACTS

The East Seventeen Feet (E. 17') of the West Fifty Feet (W. 50') of the North 1,517.95 Feet of the South 1,597.95 Feet of the Northwest Quarter (NW1/4) and of the Southwest Quarter (SW1/4), both of the Southwest Quarter (SW1/4) of Section Five (5), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., in Douglas County, Nebraska; and

The East Twenty-seven Feet (E. 27') of the West Sixty Feet (W. 60') of the North Forty-seven Feet (N. 47') of the South Eighty Feet (S. 80') of the Southwest Quarter (SW1/4) of the said Section Five (5).

The two tracts contain a total of 0.621 of an acre, 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 Grantors and their 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

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MUD
R. OWENS
1723 HARVEY ST
OMAHA 68102

v 8469.

connections to any pipeline constructed and maintained hereunder.

4. The Grantor is the lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its executors, administrators, 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.

5. The person executing this instrument represents that he has authority to execute it on behalf of the Grantor corporation.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

CELEBRITY TOWNHOMES, INC.,
a Nebraska Corporation, Grantor


Chad Larsen, Vice-President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 22 day of AUGUST, 2001, by Chad Larsen, Vice-President of Celebrity Townhomes, Inc., a Nebraska Corporation, for and on behalf of said Corporation.


Notary Public



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR _____

LAND OWNER *Don't*

Celebrity Homes, Inc.

P.O. Box 390485

Omaha, NE 68139-0485

TOTAL ACRE PERMANENT 0.621 ±

TOTAL ACRE TEMPORARY 0.000 ±

LEGEND



PERMANENT EASEMENT

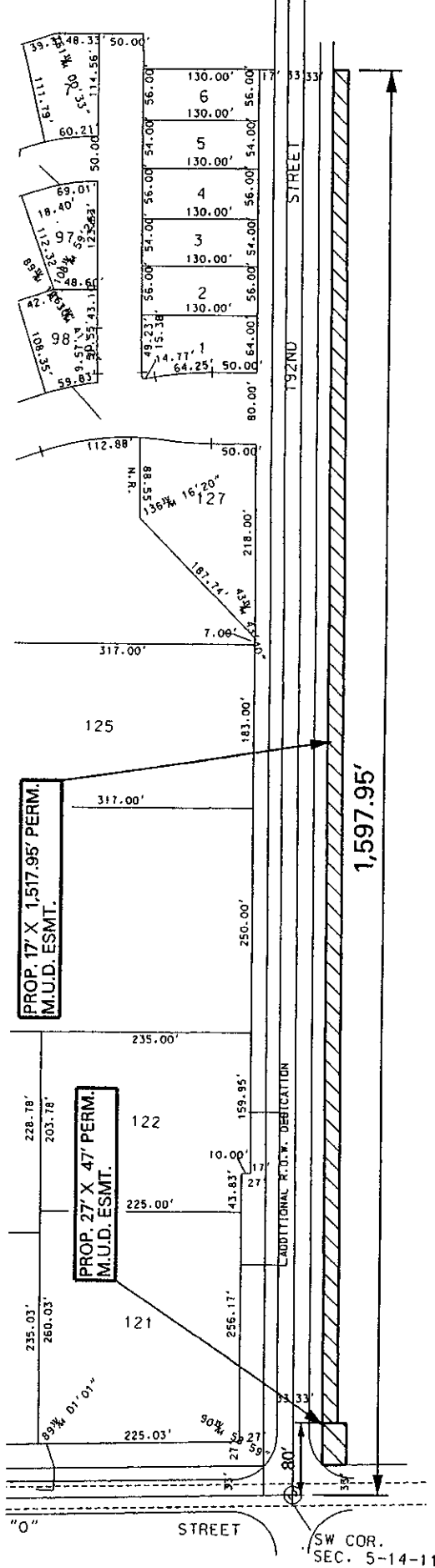


TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY JAZ
DATE 5901
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

WOODLANDS



UNPLATTED