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GEORGE J. PUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 19th day of December, 1994, between CENTRAL INVESTMENT CO., LIMITED, a Nebraska 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 all appurtenances thereto, including but not limited to one gas valve with a CC box, 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 Nelsen Industrial Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The west fifteen feet (15') of the north fifteen feet (15') of Lot Ten (10), all as the same abuts the south property line of Lot Eleven (11) and the east right-of-way line of 119th Circle.

Said tract contains 0.0052 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 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.

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

Pk return to -
R. OWENS
M. U. D.
1723 HARNEY ST.
OMAHA 68102

14862
15.00
Comp 61-27155
525
JP

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LAW DEPT.

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR

G.W.O. 7818

LAND OWNER
CENTRAL INVESTMENT CO.
11818 "L" ST.
OMAHA, NE 68137

TOTAL ACRE PERMANENT 0.0052 ±
TOTAL ACRE TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY AB
DATE 11-28-94
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