

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 10<sup>th</sup> day of December, 1968, between Washington Heights Corporation, a Nebraska corporation, 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 premises and of the installation of water main and facilities and the mutual benefits to be derived therefrom, 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, a water distribution main and necessary facilities in connection therewith, including hydrants and valve boxes, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

A strip of land, except that part taken for public right of way, all in Meadow Lane Park, a subdivision in Douglas County, Nebraska; said strip lying Ten (10) feet on either side of the following described line:

Beginning at a point on the centerline of 117th Street, said point being 134.0 feet South of the centerline of West Dodge Road, said centerline of 117th Street having an assumed bearing of North 0 degrees 0 minutes East; thence North 90 degrees 0 minutes West a distance of 176.3 feet; thence South 0 degrees 0 minutes West a distance of 215.5 feet; thence North 90 degrees 0 minutes West a distance of 138.13 feet; thence North 67 degrees 30 minutes West a distance of 52.26 feet; thence North 90 degrees 0 minutes West a distance of 100.00 feet, all as shown on the attached plat and made a part hereof.

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. 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 strip of land any building or structure, except pavement, and that they will not permit anyone else to do so.

2. Grantee shall restore the surface of the soil on said land following the installation, maintenance, repair or removal of its pipelines therein, as soon as may be reasonably possible so to do, to the original contour thereof.

3. Grantor shall have the right, at its expense, to have the Grantee change the location of the easement and pipeline in the event the aforescribed easement conflicts with the use of the land in the future. Grantor agrees to give whatever easement is necessary in connection with said change in location of the pipeline.

4. The easement and right of way herein granted also grants to the Grantee the right to extend any facilities constructed hereunder through and beyond the tract herein described, for the purpose of service to others beyond the limits of said described

tract, the same as if said facilities were in the dedicated streets, alleys or public ways.

5. Nothing herein contained shall be construed as a waiver of any rights of Grantor, or duties and powers of Grantee, respecting the ownership, use, operations, extensions and connections to any water main constructed and maintained hereunder.

IN WITNESS WHEREOF, Grantor has caused this easement to be signed on the day and year first above written.

WASHINGTON HEIGHTS CORPORATION,  
Grantor

Attest:

James R. Jozicek, Pres

By R. D. Schuckman (Title)  
Secy.

(Corporate Seal)  
STATE OF NEBRASKA ) ss  
COUNTY OF DOUGLAS )

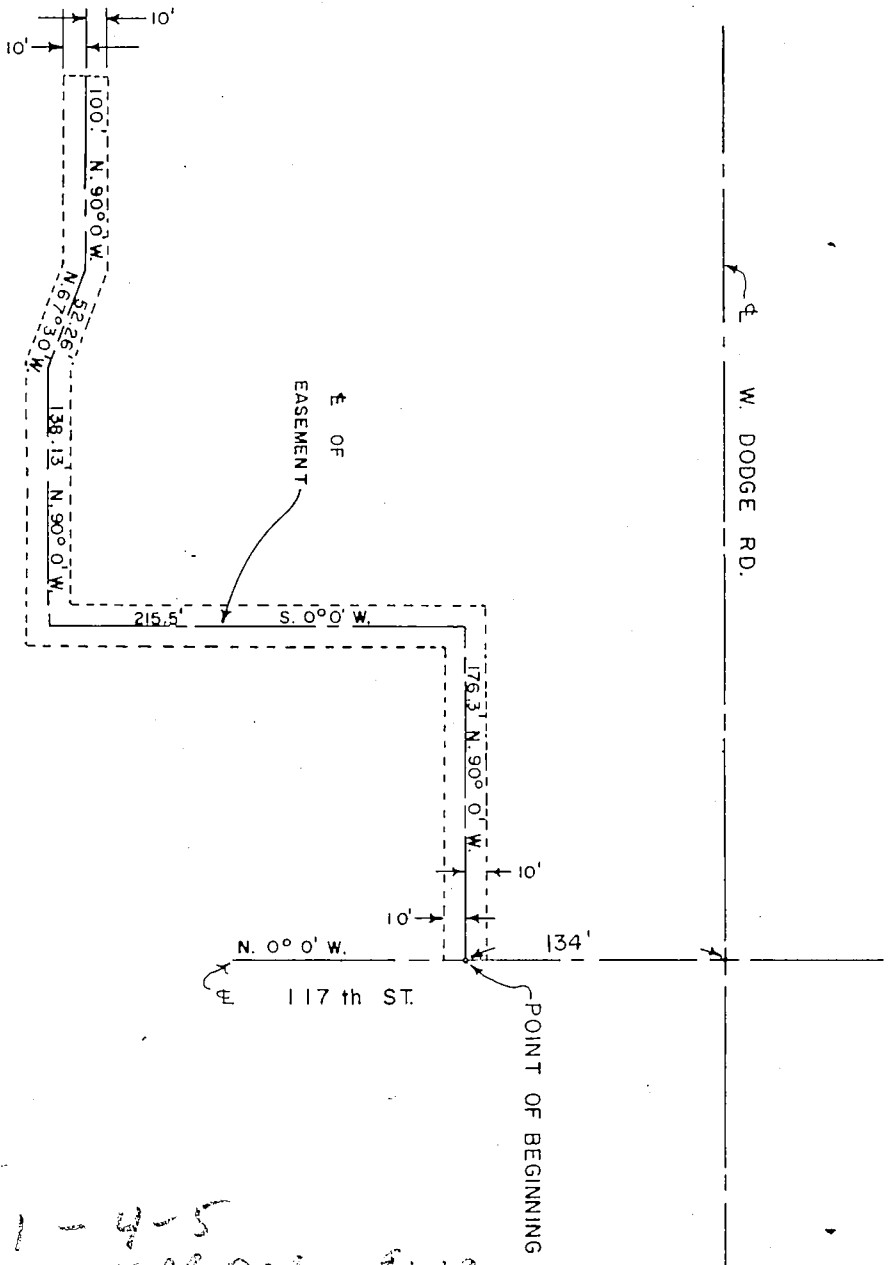
On this 10<sup>th</sup> day of December, 1968, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came R. D. Schuckman, to me personally known to be the SECRETARY of Washington Heights Corporation, a Nebraska corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

Keith J. Frederick  
Notary Public

My commission expires the 29<sup>th</sup> day of July, 1972

SEITH J. FREDERICK  
NOTARIAL  
COMMISSION  
EXPIRES  
JULY 29 1972  
DOUGLAS COUNTY, NEBRASKA



SCALE 1" = 100'



RECEIVED  
NOV 26 1968  
M. U. D.  
ENGINEERING

*Lot 1 - 4-5  
Repeat of Block 10*

METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA

EASEMENT  
ACQUISITION  
FOR WC-C. 4049  
WC-C. 3943

TRACT NO. 1  
LAND OWNER  
WASHINGTON HEIGHTS CO.

LINEAL FEET 682.19'  
AREA: PERMANENT 13,645 sq. ft.  
TEMPORARY \_\_\_\_\_  
ACRE: PERMANENT .31 ACRE  
TEMPORARY \_\_\_\_\_

LEGEND  
TEMPORARY EASEMENT [diagonal lines]  
PERMANENT EASEMENT [dashed line]

DRAWN BY P.M.R. DATE 11-25-68  
CHECKED BY M.W.P. DATE 11-25-68  
APPROVED BY PFR DATE 11-25-68  
REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1968 DEC 17 AM 9 01

RECEIVED

THE STATE OF NEBRASKA  
Douglas County  
Entered in Public's  
for Record in the office of the  
Deeds of said County  
Book 471 Page 455

Attn: S. R. Seiler

*Handwritten signature*

Metropolitan Utilities Dist  
1743 Harvey

69 - 791  
792  
773  
69  
791