



BK 0850 PG 739



MISC 1988 08945

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 30 day of May, 1988, between K V INTERNATIONAL, 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 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 one (1) fire hydrant and five (5) valve boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts in North Park 2nd Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tracts are more particularly described as follows:

Lot 6: A five (5) foot wide strip along the curved west property line of Lot 6 abutting 117th Avenue.

Lot 8: A triangular parcel in the southwest corner of Lot 8 with thirty (30) foot legs measured along the extended south and west property lines of Lot 8; and a five (5) foot wide strip along the curved south and east property line of Lot 8 abutting Miami Street.

Lot 9: A five (5) foot wide strip along the east property line of Lot 9 abutting 118th Street and the cul-de-sac.

Said tracts contain 0.203 of an acre, more or less, and are shown on the drawing attached hereto and incorporated herein 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 it 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.

RECEIVED  
1988 JUN -3 AM 9:27  
GEORGE J. BIGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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BOOK 850 IN 92-2506 C/O FEE 16.50  
PAGE 739-741 N 2/259 DEL VK MC WC

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 executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Corporation.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

K V INTERNATIONAL,  
a Nebraska Corporation,  
Grantor

(Corporate Seal)

ATTEST

*[Handwritten signature]*

By: *[Handwritten signature]*  
Frank Kulig, <sup>VICE</sup> President

ACKNOWLEDGMENT

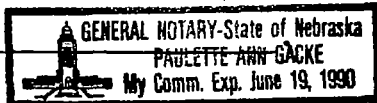
STATE OF NEBRASKA )  
                              ) ss  
COUNTY OF DOUGLAS )

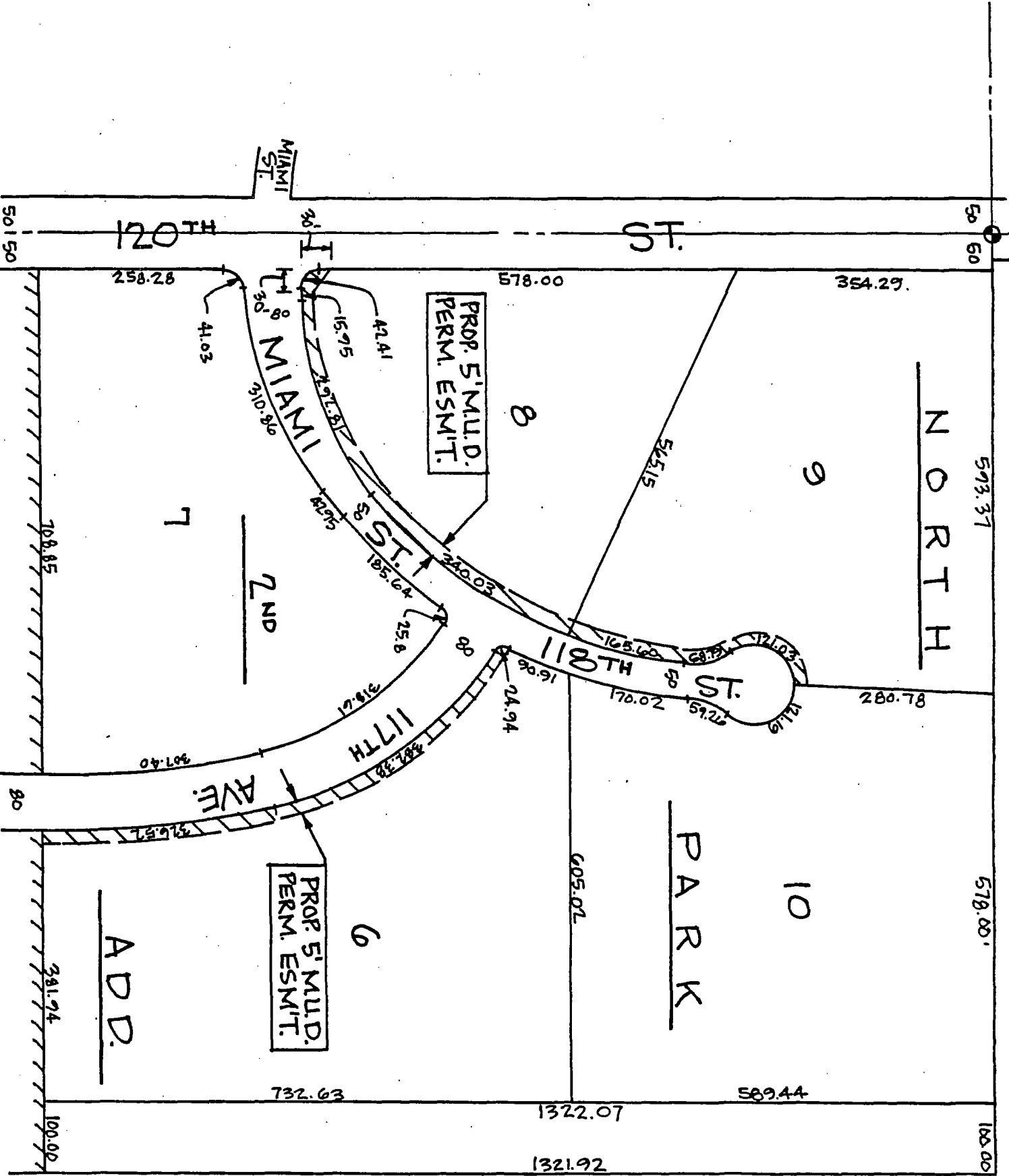
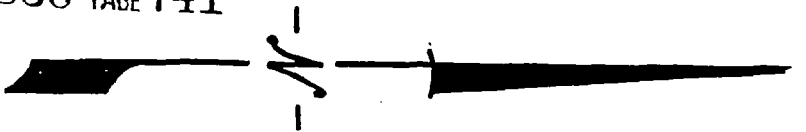
On this 30 day of May, 1988, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Frank Kulig, <sup>VICE</sup> President of K V INTERNATIONAL, a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said Corporation.

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

*[Handwritten signature]*  
Notary Public

My Commission expires:





DRAWN BY C.G. DATE 1-13-88  
 CHECKED BY M.M. DATE 1-13-88  
 APPROVED BY ASM DATE 1-15-88  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. APPROV. BY \_\_\_\_\_ DATE \_\_\_\_\_

PAGE | OF |

PERMANENT EASEMENT LEGEND

TOTAL ACRE 0.20±

LAND OWNER KV INTERNATIONAL

FOR W.C.C. 6855  
2nd GRM 9476

OMAHA, NEBRASKA  
 EASEMENT ACQUISITION  
 METROPOLITAN UTILITIES DISTRICT