



BK 1421 PG 133-135



MISC 2002 02147

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BKP _____ C/O _____ COMP BW
BEL _____ SCAN CR FV _____

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 16th day of April, 2001,
between WEST DODGE PLACE, L.L.C., a Nebraska limited liability company,
("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, 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 valve boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in West Dodge Place, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and being described as follows:

The southerly five feet (5') of the northerly fifteen feet (15') of Lot 12, West Dodge Place.

This permanent easement contains 0.058 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 to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its 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 connections to any pipeline constructed and maintained hereunder.
4. The Grantor is a lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its 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.

Return to: Susan Pragan
M.U.D.
1723 Harney Street
Omaha, NE 68106

✓ gull

5. The person executing this instrument represents that he has authority to execute it on behalf of the limited liability company.

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

WEST DODGE PLACE, L.L.C., a
Nebraska limited liability company,
Grantor

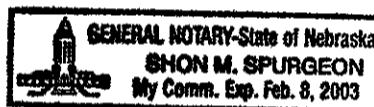
By: Talton K. Anderson
Talton K. Anderson, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on April 16, 2001, 2001, by Talton K. Anderson, who is Manager of West Dodge Place, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.

Shon M. Spurgeon
Notary Public





**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR **G.R.M. 12000**

LAND OWNER
WEST DODGE PLACE L.L.C.
11910 WEST DODGE RD.
493-7800

TOTAL ACRE PERMANENT .058 ±
TOTAL ACRE TEMPORARY 0 ±

LEGEND
 PERMANENT EASEMENT
 PROPOSED EASEMENT

PAGE 1 OF 1

DRAWN BY _____ M.K.M.
 DATE 3/29/2001
 CHECKED BY _____
 DATE _____
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

