



1010 647 MISC



12142 92 647-649

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INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 29 day of April, 1992, between WAREHOUSE INVESTORS, 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, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

The North ten feet (N.10') of the West 371.22 feet of the East 392.45 feet of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Nine (9), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M. in Douglas County, Nebraska, containing 0.85 of an acre, more or less, and as shown on the drawing attached hereto as to the "proposed easement", the drawing being 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 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 the designated corporate partner and of said Partnership.

RECEIVED  
MAY 7 12 43 PM '92  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

RETURN:

Candy Owens - MVD  
1723 Harney St  
Omaha, NE 68102

BK 1010 N 9-15-12 1010 FEB 15  
PG 647 N 649 DEL KK MC TS  
OF 1010 COMP OK F/B 01-60000

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.

**WAREHOUSE INVESTORS,  
a Nebraska Partnership,  
Grantor**

**WITNESS:**

Randall W. Owens

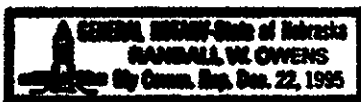
By: Charles Faulk  
Charles Faulk, General Partner

## ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

On this 29th day of April, 1992, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Charles Faulk, General Partner of Warehouse Investors, a Nebraska Partnership, 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 General Partner and the voluntary act and deed of said Partnership.

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



Randall W Owen  
Notary Public

My Commission expires: Dec. 22, 1995.



MAPLE HEIGHTS

15

BEDFORD

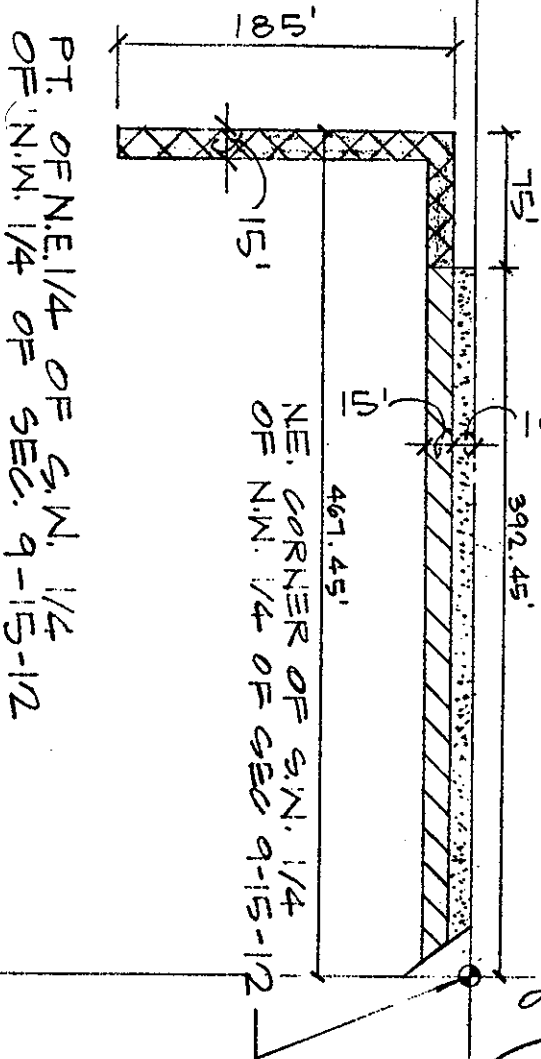
50.5

AVE.

96.44  
125  
91.30

33 33

OLD MAPLE RD.



UNPLATTED

PT. OF N.E. 1/4 OF SEC. 9-15-12

METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA

EASEMENT  
ACQUISITION

FOR

LAND OWNER

EXISTING ACRE .131 ±

RELEASED ACRE .084

PROPOSED ACRE .085 ±

LEGEND

EXISTING EASEMENT  
RELEASED EASEMENT  
PROPOSED EASEMENT

PAGE 1 OF 1

DRAWN BY JW DATE 5-15-91  
CHECKED BY W.W.P. DATE 5-30-91  
APPROVED BY GFO DATE 5-30-91  
REVISED BY DATE  
REV. CHK'D BY DATE  
REV. APPROV. BY DATE