



MISC 2011096470



NOV 09 2011 14:01 P 4

Misc
FEE 20⁵⁰ 601-11238
4/ BKP 88.49 COMP MB
1 DEL SCAN PV
A

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/9/2011 14:01:52.73



2011096470

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: Susan Prozan
M.U.D.
1723 Harney St
Omaha, NE 68102

Check Number

757897-

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 2nd day of July, 1981, between John A. Kroh, Jr., and George P. Kroh, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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 water and 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:

The Northeasterly Ten (10) feet of Lot Four (4) of Empire Park Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Said parcel is shown on the attached plat which is 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.

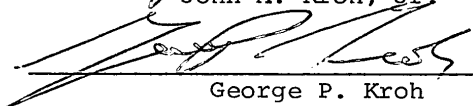
1. The Grantors agree that neither they nor their heirs or assigns will at any time erect construct or place on or below the surface of said parcel of land any building or structure, except pavement, and neither they nor their heirs or assigns will give anyone else permission to do so.

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 Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have signed and executed this easement and right of way on the day and year first above written.



John A. Kroh, Jr.


George P. Kroh
Grantors

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

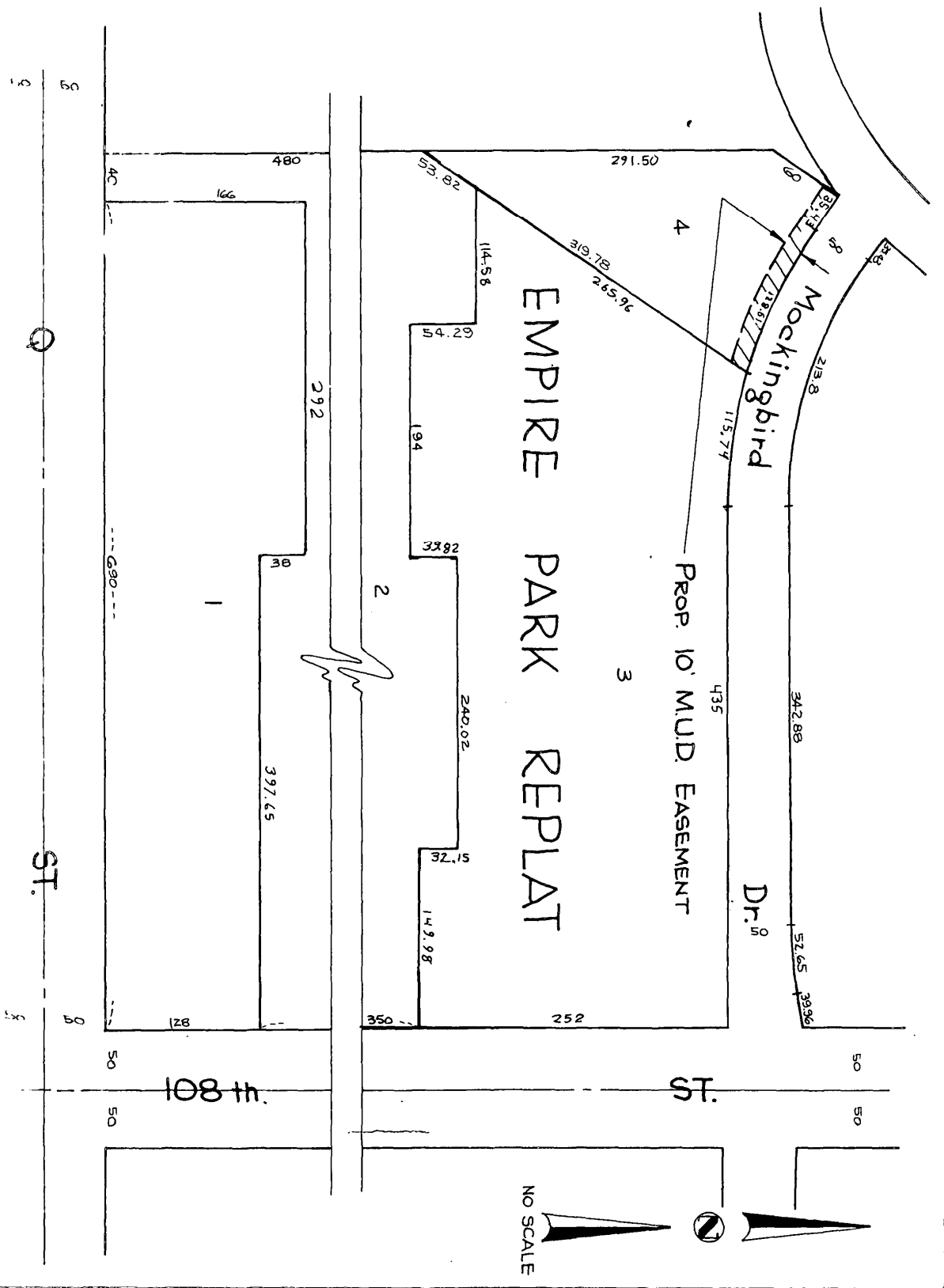
On this 2nd day of July, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally came John A. Kroh, Jr., to me personally known to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution of this instrument to be his voluntary act and deed.

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

J. PAULINE STONE
Notary Public in and for said County and State
My Commission Expires October 5, 1982



Notary Public



EMPIRE PARK REPLAT

PROP. 10' MUD. EASEMENT

Dr. Jr.

ST.

108th

ST.

NO SCALE

DRAWN BY G.L.C. DATE 6-11-81
 CHECKED BY J.R.P. DATE 6-11-81
 APPROVED BY DATE 6-22-81
 PREPARED BY DATE
 DATE
 DATE
 DATE

PAGE 1 OF 1

TOTAL ACRE 0.04+
 LEGEND
 PERMANENT EASEMENT

LAND OWNER
 John A. Kroh Jr.
 & George P. Kroh

EASEMENT
 ACQUISITION
 F.U. W.C.C. 6003
 G.C.C. 8533

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA