

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-54590

2003 SEP 24 A 11:04 AM

Sharon J. Dowling
REGISTER OF DEEDS

Counter Sm Dtl
Verify 72
D.E. /
Proof LM
Fee \$ 15.50
Ok ☒ Cash ☐ Oth ☐
17447

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 8th day of September, 2003, between MCV1, 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, a permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of ~~gas~~ water and all appurtenances thereto, including, but not limited to, fire hydrants and 24-inch round iron covers, and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A permanent easement over that part of Lot 8, Tregaron Towne Centre, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska and being described as follows:

The westerly twenty feet (20') of Lot 8.

This permanent easement contains 0.15 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 Permanent and Temporary Construction Easements and Rights-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 permanent easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so.

2. The Grantee shall restore the 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 the 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

Learn To.

RJR TJ Sever
Muy Law Vert
1723 - Harney St
Omaha
68102-1960

54590

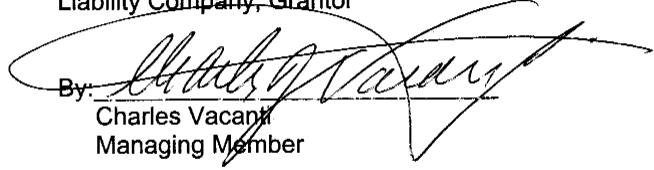
A

Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

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 Permanent Easement and Right-of-Way to be signed on the above date.


MCV1, L.L.C., a Nebraska Limited
Liability Company, Grantor

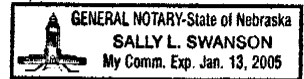
By: 
Charles Vacanti
Managing Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on September 8, 2003,
by Charles Vacanti, Managing Member of MCV1, L.L.C., on behalf of the limited liability
company.


Notary Public



METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR WCP 9515

GRM 12390

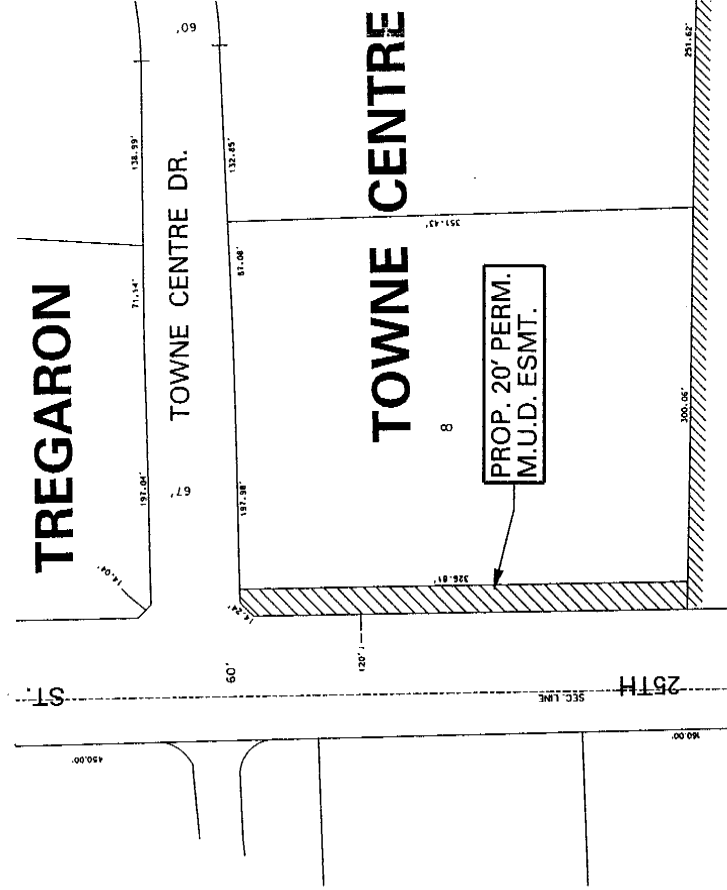
LAND OWNER
CHARLES VACANTI
VACANTI & RANDAZO CO.
11205 JOHN GALT BLVD.
OMAHA, NE 68137 (339-3777)

TOTAL ACRE
PERMANENT .1537 ±
TOTAL ACRE
TEMPORARY N/A ±

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY TAA
DATE 6-16-03
CHECKED BY KLN
DATE 6-30-03
APPROVED BY MKM
DATE 6-30-03
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



NO SCALE
TREGARON TOWNE CENTRE
25TH ST & TOWNE CENTRE DR.

2003-54590B