RICHARD N. TAKECHI

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SEP 29 2003 13:45 P

EASEMENT	<b>AND</b>	<b>RIGHT</b>	T-OF-V	VAY

day of July THIS INDENTURE, made this  $2^2$ between DOUBLE "D" PROPERTIES, LLC, 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 water and all appurtenances thereto, including but not limited to fire hydrants and round iron covers, together with the right of ingress and egress on, over, under and through lands described as follows:

## PERMANENT EASEMENT

Tracts of land in Double "D" Industrial Park, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and described as follows:

The south fifteen feet (15') of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 16 North, Range 12 East in Outlot A.

-and-

The north fifteen feet (15') of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 34, Township 16 North, Range 12 East in Outlot A.

-and-

The southeasterly twenty-five feet (25') of Lot 3.

-and-

The southerly ten feet (10') of the west one hundred feet (100') of Lot 4.

-and-

The southerly ten feet (10') of Lot 5.

This permanent easement contains 0.27 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.

Return to Susan Pragan M.U.D. Street 1723 Harney Street 1723 Harney Street 1723 Harney 68162

- 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 tracts 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.
- 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.

DOUBLE "D" PROPERTIES, LLC, a Nebraska Limited Liability Company Grantor

Title: MEMBER

## <u>ACKNOWLEDGMENT</u>

STATE OF NEBRASKA	)	
	)	SS
COUNTY OF DOUGLAS	)	

GENERAL NOTARY-State of Nebraska JAMES E. LANG My Comm. Exp. Sept. 23, 2004

This instrument was acknowledged before me on \_\_\_\_\_\_\_, 2003, by \_\_\_\_\_\_\_\_, on behalf of the limited liability company.

Notary Public

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