



BK 0949 PG 348-351



MISC 1991 00106

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17<sup>th</sup> day of DECEMBER, 1990, between K & H DRESSEN FARMS, 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 Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, easements and rights-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and water and all below or aboveground 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

A tract in Northeast Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M. in Douglas County, Nebraska and described as follows:

Commencing at the Northeast corner of Section 25, Township 15 North, Range 10 East; thence N 90° 00'00" W along the North section line of Sec. 25, T15N, R10E (centerline of Pacific Street, assumed bearing) a distance of 329.3 feet; thence S 0° 00'00" W a distance of 33 feet to the point of beginning; thence N 90° 00'00" W a distance of 907.7 feet; thence S 13° 15'00" E a distance of 27.74 feet; thence N 90° 00'00" E a distance of 580.64 feet; thence S 0° 00'00" W a distance of 4.79 feet; thence S 67° 30'00" E a distance of 92 feet; thence N 90° 00'00" E a distance of 200.82 feet; thence N 27° 30'00" E a distance of 75.53 feet to the point of beginning.

Said tract contains 0.7939 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

A tract in the Northeast Quarter of Section 25, Township 15 North, Range 10 East of the 6th P.M. in Douglas County, Nebraska, and described as follows:

Commencing at the Northeast corner of Section 25, Township 15 North, Range 10 East; thence N 90° 00'00" W along the North section line of Sec. 25, T15N, R10E (centerline of Pacific Street, assumed bearing) a distance of 329.3 feet; thence S 0° 00'00" W a distance of 33 feet; thence S 27° 30'00" W a distance of 75.63 feet to the point of beginning; thence N 90° 00'00" W a distance of 200.82 feet; thence N 67° 30'00" W a distance of 92 feet; thence N 0° 00'00" E a distance of 4.79 feet; thence N 90° 00'00" W a distance of 580.64

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GEORGE J. B. [unclear]  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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348-351 25-15-10 DEL MC WK

feet; thence S 13° 15'00" E a distance of 51.37 feet; thence N 90° 00'00" E a distance 568.87 feet; thence N 0° 00'00" E a distance of 15.21 feet; thence S 67° 30'00" E a distance of 92 feet; thence N 90° 00'00" E a distance of 185.20 feet; thence N 27° 30'00" E a distance of 33.82 feet to the point of beginning.

The temporary construction easement shall be effective immediately upon execution hereof and shall expire upon completion of the project.

Said tract contains 0.8563 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 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. As a part of the consideration given for the easement conveyances and in addition to the financial consideration recited hereinabove, at the conclusion of the project, crop damage, if any, shall be paid by the Grantee to the Grantor or the Grantor's designee in an amount based on the yield from the balance of the field less expenses of marketing and harvest. Crop damage shall mean damage to such crops as are required to be planted annually and which are actually damaged due to the activities of the Grantee, including agents and employees. The financial considerations recited hereinabove and in this crop damage provision shall cover all damages, if any, caused by the activities of the Grantee, its agents, employees and private contractor arising out of the subject easement conveyances.

4. 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.

5. 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.

6. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Partnership.

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.

K & H DREESSEN FARMS, a Nebraska Partnership, Grantor

ATTEST:

Randall W. Owens

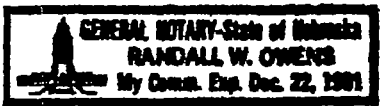
By: Kenneth E. Dreesen  
 Title: Managing Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
   ) SS  
 COUNTY OF DOUGLAS )

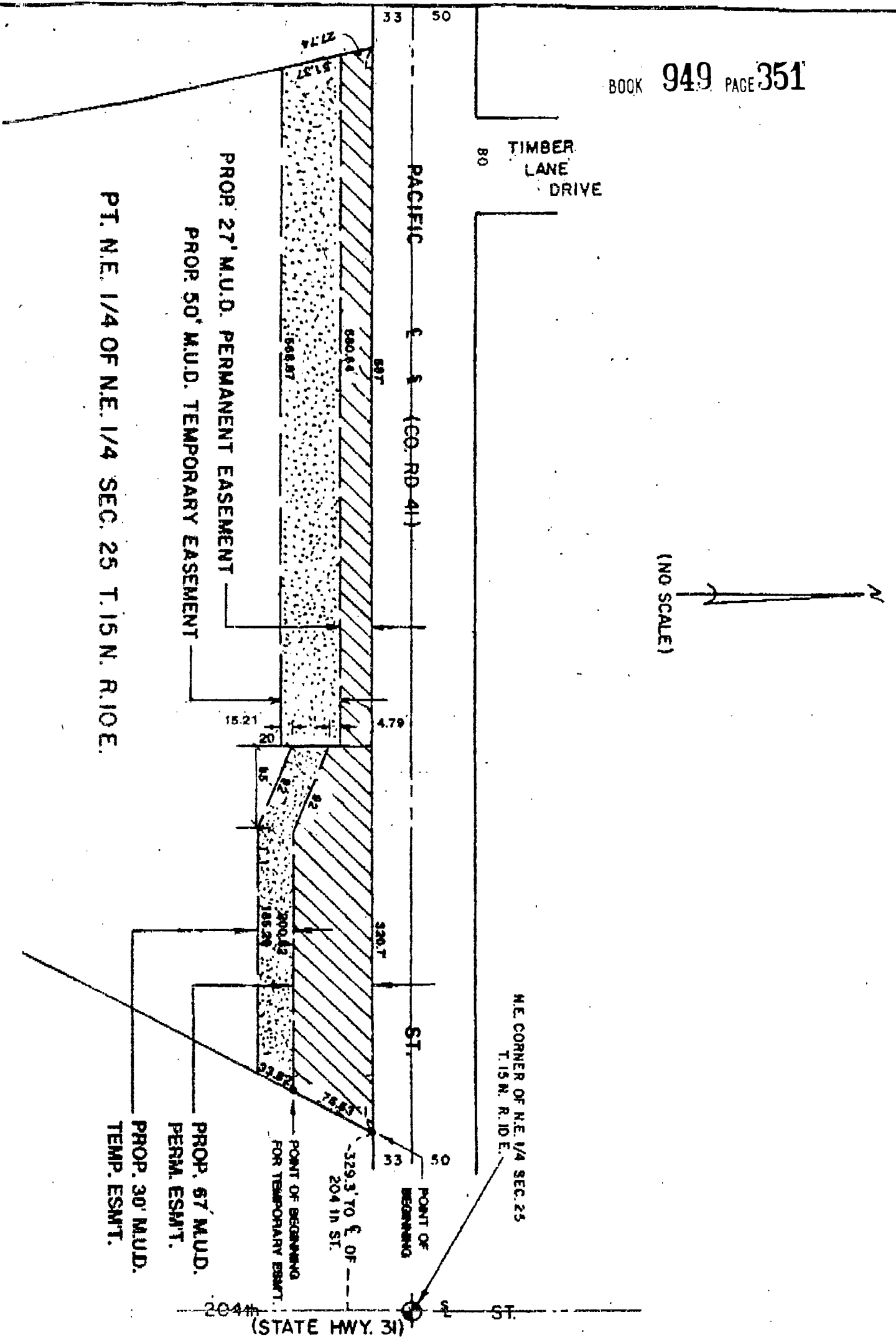
On this 19th day of DECEMBER, 1990, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came KENNETH E. DREESSEN, MANAGING PARTNER of K & H Dreesen Farms, a Nebraska Partnership, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such 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. Owens  
 Notary Public

My Commission expires: DEC 22, 1991.



PROP. 27' M.U.D. PERMANENT EASEMENT  
 PROP. 50' M.U.D. TEMPORARY EASEMENT  
 PT. N.E. 1/4 OF N.E. 1/4 SEC. 25 T.15N. R.10E.

PROP. 67' M.U.D. PERM. ESMT.  
 PROP. 30' M.U.D. TEMP. ESMT.

DRAWN BY R.D. DATE 2-9-90  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. APPROV. BY \_\_\_\_\_ DATE \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

LEGEND  
 PERMANENT EASEMENT   
 TEMPORARY EASEMENT

TOTAL ACRE PERMANENT 0.7939  $\frac{1}{2}$   
 TOTAL ACRE TEMPORARY 0.8563  $\frac{1}{2}$

LAND OWNER  
K & H DREESSEN  
 FARMS

EASEMENT ACQUISITION  
 FOR M.C. 7201

METROPOLITAN UTILITIES DISTRICT  
 OMAHA, NEBRASKA