



BK 0919 PG 621



MISC 1990 06204

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INDEXING
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EASEMENT AND RIGHT-OF-WAY

GEORGE J. ...
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

THIS INDENTURE, made this 14th day of FEBRUARY, 1990, between PRIME REALTY DEVELOPMENT, INC., a Nebraska Corporation, 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 water 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 east and the south ten feet (10') of Lot Twenty-five (25) as the same abuts Fifty-second Street and Dayton Street of Spring Valley Industrial Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Said tract 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. 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 said Corporation.

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.

6204 of Muec

919 N _____ C/O _____ FEB 15.50
27-623 DEL VK MC Wc
Muec COMP F/B 47-36765

PRIME REALTY DEVELOPMENT, INC.,
a Nebraska Corporation,
Grantor

(Corporate Seal)

ATTEST:

By: James V. McCart - President
James V. McCart, President

ACKNOWLEDGMENT

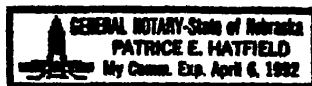
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

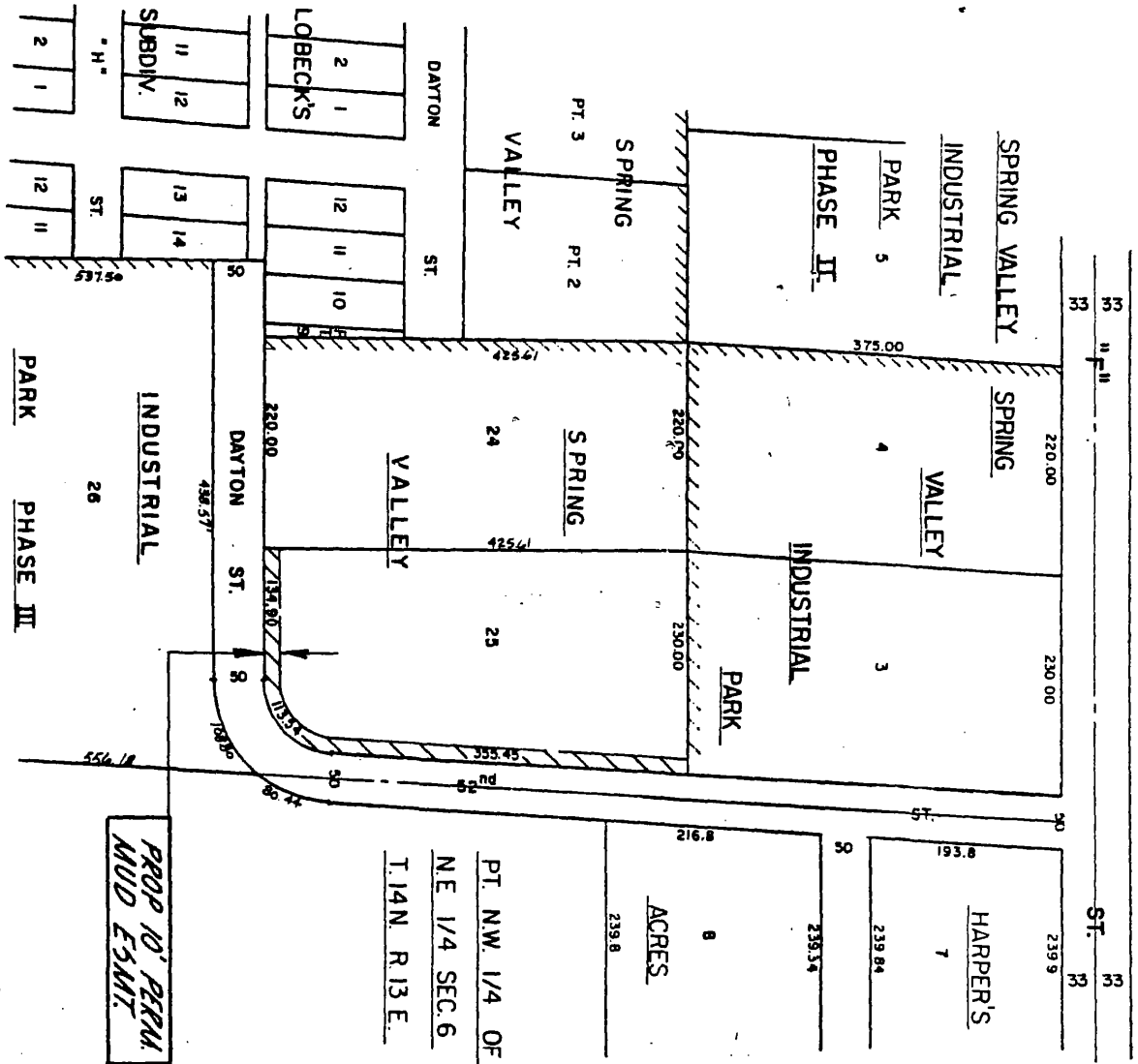
On this 14th day of February, 1990, before me,
the undersigned, a Notary Public in and ~~for~~ said State of
Nebraska, personally came James V. McCart, President of Prime
Realty Development, Inc., a Nebraska Corporation, to me known to
be the identical person whose name is affixed to the foregoing
instrument, and he acknowledged the execution of this instrument
to be his voluntary act and deed as an individual and as such
officer and the voluntary act and deed of said Corporation.

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

Patrice E. Hatfield
Notary Public

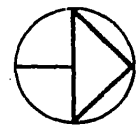
My Commission expires: 4/6/90.





PROP 10' PERM.
MUD ESMT.

PT. NW 1/4 OF
NE 1/4 SEC. 6
T.14N. R.13E.



DRAWN BY C.V. DATE 12-18-89
 CHECKED BY [Signature] DATE 12-18-89
 APPROVED BY [Signature] DATE 12/18/89
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

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LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

LAND OWNER Prime Realty Development, Inc.
 TOTAL ACRE PERMANENT _____
 TOTAL ACRE TEMPORARY _____

EASEMENT ACQUISITION FOR GC 9930

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA