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JUN 24 8 48 AM '97

7499 RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE
32-39561

FEE	15.50	(Comp)	FB
DEL.		C/O	COMP 10
LEGALIC		SCAN	FV

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 23RD day of JUNE, 1997, between CANNONBALL EXPRESS, INC., a Nebraska Corporation ("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 water and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Lot Two (2), Union Land Company's 1st Addition Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The south twelve (12) feet of the east fifty (50) feet of said Lot Two (2).

This permanent easement contains 0.014 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.

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 tract 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

Pls return to:
MUD
Randy Owens
1723 HARVEY ST.
Omaha 68102

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR **W.C.H. 8408**

LAND OWNER
CANNONBALL EXPRESS, INC.
9100 "F" ST.
OMAHA, NE 68127

TOTAL ACRE PERMANENT .014 ±
TOTAL ACRE TEMPORARY 0 ±

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY ESS
DATE 6/1997
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE 6/19/97
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____



NO SCALE
UNION LAND CO.
1ST ADD. REPLAT 1

**PROP. 50' X 12'
PERM. M.U.D. ESMT.**

LOT 2
UNION LAND COMPANY'S
FIRST ADDITION (REPLAT 1)

12'

662.69

50'

13TH ST.

80'

BLOCK E
(UNION LAND COMPANY'S
FIRST ADDITION)

JOHN J. PERSHING DRIVE

.001

BLOCK H

13TH ST.
(VAC.)

BLOCK I