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GEORGE W. WALKER  
REGISTERED CLERK  
DOUGLAS COUNTY, NE

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 19<sup>th</sup> day of July, 1996, between CASS STREET, L.L.C., a Nebraska Limited Liability Company, 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, including but not limited to three (3) hydrants and three (3) CC boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Two tracts in Cass Street Replat, a cluster subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

The southwesterly 10 feet of each of Lots Four (4) and Five (5) as each abuts Lot Two (2). 53-05932

The westerly 10 feet of Lot Seven (7) abutting the right-of-way line of 83rd Street. 53-05932

Said tracts are shown on the drawings attached hereto as Exhibit "A-1" and "A-2" and made part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way ("Easement") unto the said grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor agrees that said Easement shall run with the land and prohibits erection, construction, or placement on or below the surface of said Easement any building or structure, except pavement and/or landscaping which do not unreasonably interfere with Grantee's use and enjoyment of its easement rights herein conveyed.
2. The Grantee shall restore and replace the surface of any soil excavated, sod removed or damaged, trees or shrubs removed or damaged, and any paving or sidewalk removed or damaged for any purpose hereunder, as near as may be reasonably possible, to the original contour and condition 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

*Pis return to -*  
MUD  
ATTN: R. OWENS  
1723 HARVEY ST.  
OMAHA 68102

whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance, provided however, Grantor and Grantee agree that certain other easement rights for utilities have heretofore been established by the filing of the plats referenced above and existing location of utilities which may be located in the Easement granted hereby.

5. The persons executing this instrument represent they have the requisite authority to execute same and make this conveyance on behalf of said Nebraska Limited Liability Company.

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.

CASS STREET, L.L.C.,  
a Nebraska Limited Liability Company,  
Grantor

By: Joseph H. Carter  
Joseph H. Carter, Member

ACKNOWLEDGMENT

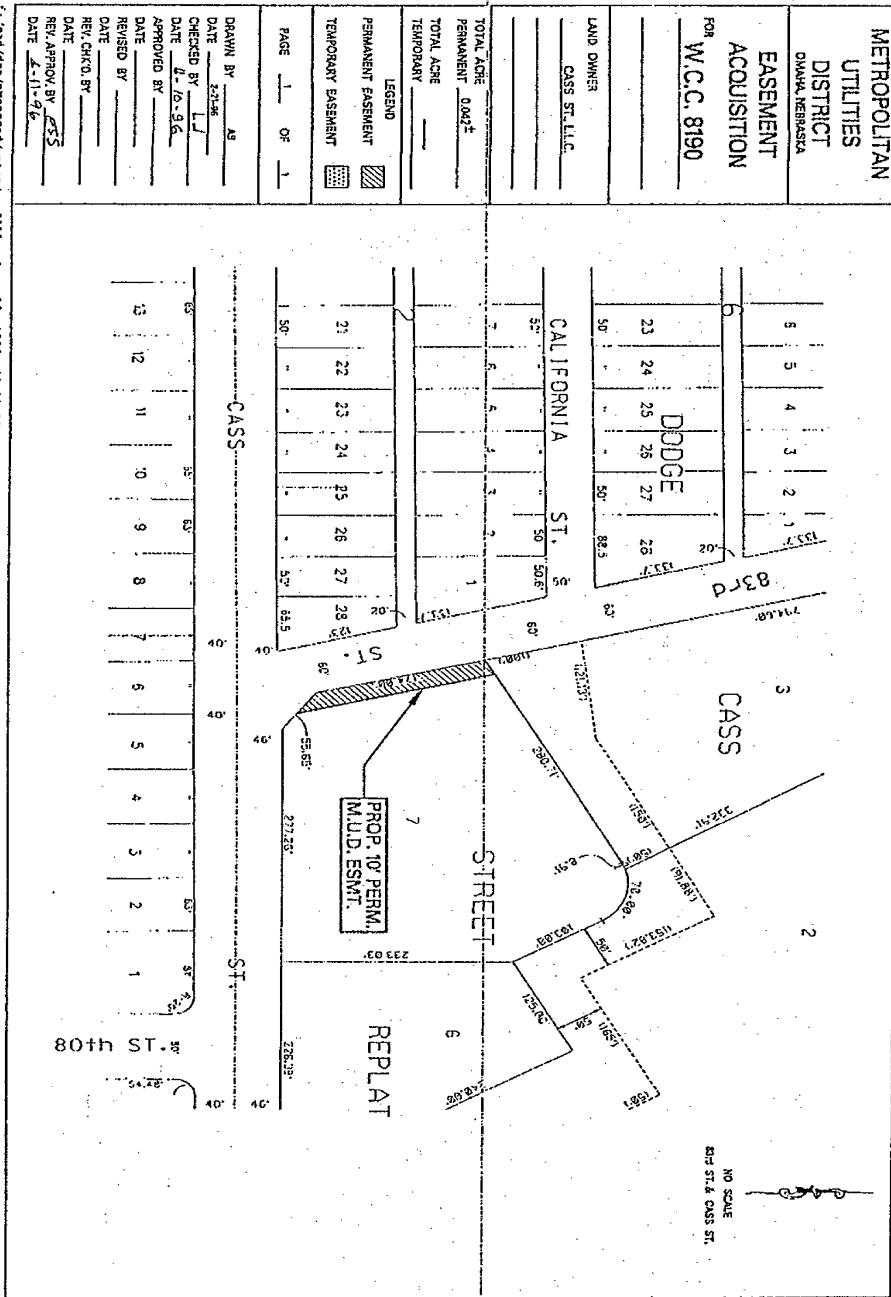
STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on July 19, 1996, by Joseph H. Carter, Member of Cass Street, L.L.C., a Nebraska Limited Liability Company, 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 Company.

Kathryn S. Buckley  
Notary Public



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS



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**EXHIBIT "A-1"**

Easement - Cass Street Replat  
 Lot 7  
 Cass Street, L.L.C., Grantor  
 Metropolitan Utilities District, Grantee  
 Dated: July 19, 1996

JUL. 16. 1996 1:29PM MUD ENGINEERING(402)554-7754 NO. 837 P.2/2

<p><b>METROPOLITAN UTILITIES DISTRICT</b> OMAHA, NEBRASKA</p> <p><b>EASEMENT ACQUISITION</b></p> <p>FOR <b>W.C.C. 8190</b> <b>G.R.M. 11069</b></p> <p>LAND OWNER DIAL COMPANIES 11508 NICHOILAS ST. SUITE 200 OMAHA, NE 68154</p> <p>TOTAL ACRES <b>0.0891±</b> PERMANENT EASEMENT _____ TEMPORARY _____</p> <p>LEGEND PERMANENT EASEMENT [Hatched Box] TEMPORARY EASEMENT [Dotted Box]</p> <p>PAGE <b>1</b> OF <b>1</b></p> <p>DRAWN BY <b>CS</b> DATE <b>7-16-96</b></p> <p>CHECKED BY _____ DATE _____</p> <p>APPROVED BY <i>[Signature]</i> DATE <b>7-16-96</b></p> <p>REMOVED BY _____ DATE _____</p> <p>REV. CHKD. BY _____ DATE _____</p> <p>REV. APPROV. BY _____ DATE _____</p>	<p style="text-align: center;"><b>EXHIBIT "A-2"</b></p> <p>Easement - Cass Street Replat Lots 4 and 5 Cass Street, L.L.C., Grantor Metropolitan Utilities District, Grantee Dated: <u>July 19, 1996</u></p> <p style="text-align: right;">NO SCALE 724 ST. &amp; CASS ST.</p>
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