



BK 0860 PG 139



MISC 1988 14195

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 21<sup>st</sup> day of July, 1988, between OMAHA HOTELS, 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 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 west fifteen feet (W.15') of Lot One (1), Hampton Commercial Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Said tract contains 0.162 of an acre and is shown on the plat 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 it 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.

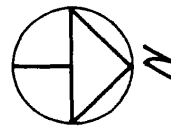
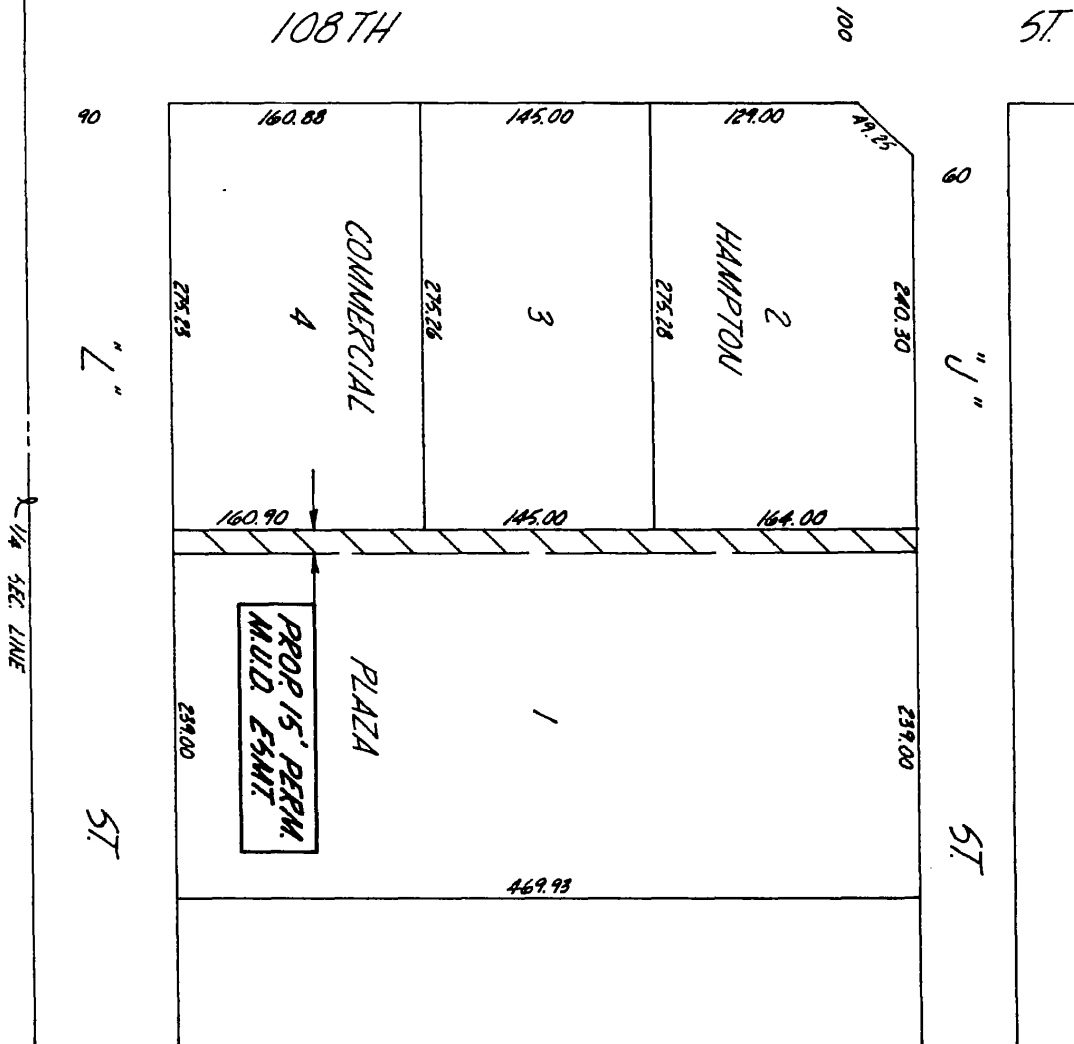
IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

14195 F Mue  
 860 N 92 7/14/88 C/O FEE 15.<sup>50</sup>  
 139-141 N 92/114 DELSEA MC WCC  
 Jusc, COM F/B 61-10810

RECEIVED  
 1988 AUG 26 AM 9:05  
 GEORGE J. BUGLEWICZ  
 REGISTER OF DEEDS

Title: 1-2

-2-



DRAWN BY C.Y. DATE 7-19-88  
 CHECKED BY W.W.P. DATE 7-19-88  
 APPROVED BY W.W.P. DATE 7/20/88  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. APPROV. BY \_\_\_\_\_ DATE \_\_\_\_\_

PAGE / OF /

TOTAL ACRE 0.1622  
 LEGEND  
 PERMANENT EASEMENT

LAND OWNER  
OMAHA HOTELS, INC.

EASEMENT  
 ACQUISITION  
 FOR G.C. 9653

METROPOLITAN  
 UTILITIES  
 DISTRICT  
 OMAHA, NEBRASKA