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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 3rd day of February, 2000,
between IRISH STONE, L.L.C., a Nebraska Limited Liability Company,
("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, including but not limited to fire hydrants and valve boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Two tracts of land in Deer Creek, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

The east 20 feet of the southerly 10 feet of Lot 243.

The west 215 feet of the southerly 10 feet of Lot 241.

This permanent easement contains 0.05 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

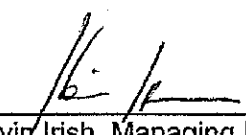
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MOB Law Dept
17234 Larnest St
Omaha, NE 68102

hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the company.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

IRISH STONE, L.L.C., a
Nebraska Limited Liability Company,
Grantor

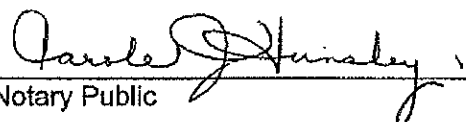
By: 
Kevin Irish, Managing Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 2,
2000, by Kevin Irish, Managing Member of Irish Stone, L.L.C., a Nebraska
Limited Liability Company, on behalf of the limited liability company.




Notary Public

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR
WCP 8806

LAND OWNER

IRISH STONE L.L.C.

P.O. BOX 540490

14769 CALIFORNIA ST.

OMAHA, NE 68154

TOTAL ACRE
PERMANENT 0.05 ±

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY CLY

DATE 10-07-99

CHECKED BY LJ

DATE 1-5-00

APPROVED BY [Signature]

DATE 1-5-00

REVISED BY

REV. CHKD. BY

DATE

REV. APPROV. BY

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