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GEORGE J. DUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 5 day of August, 1994, between WEST BAY, 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

Four tracts in Dickinson's Landing, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The east five feet (5') of each of Lots 50, 53, 63, and 229.

Said tracts contain a total of 0.0805 of an acre, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

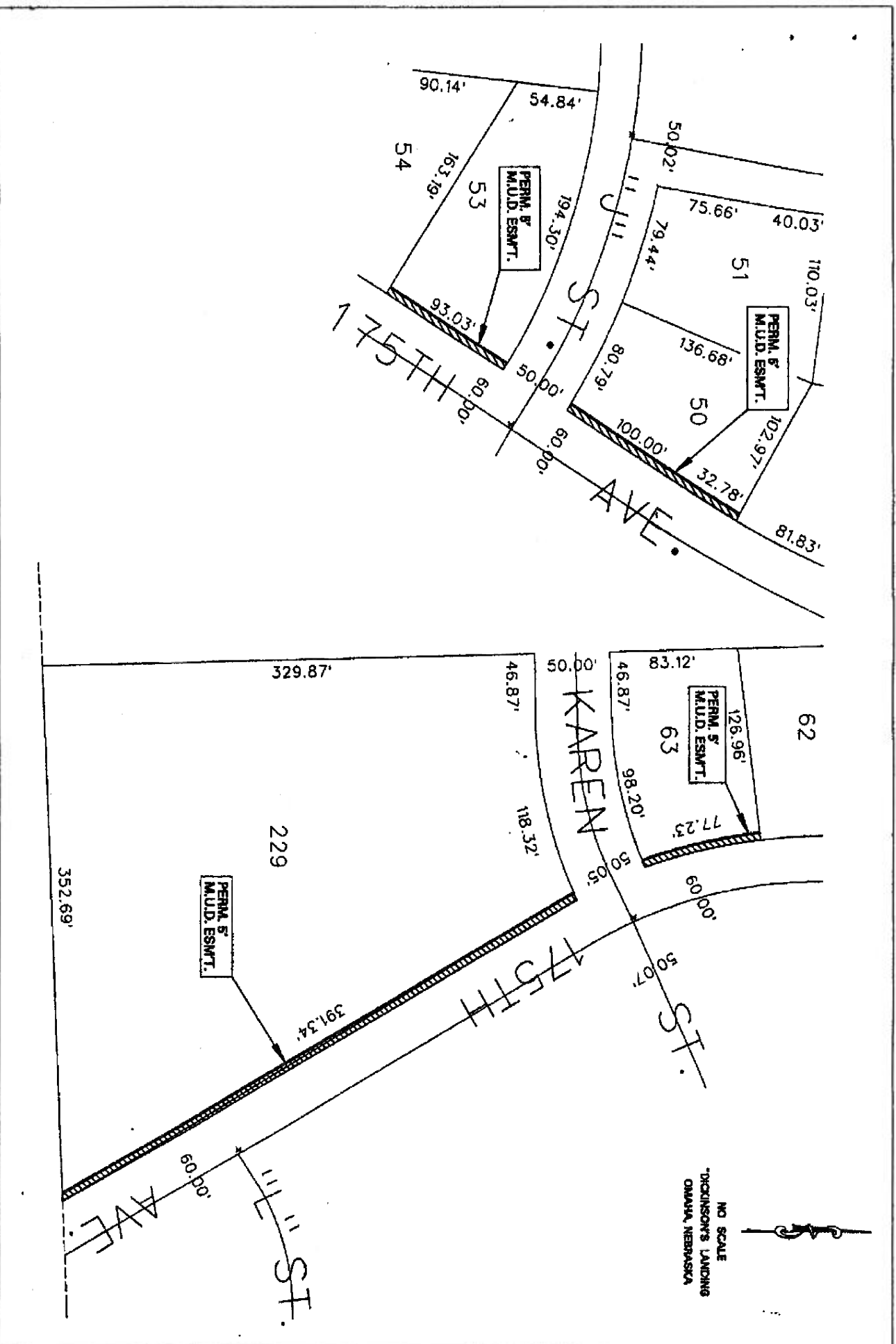
TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor 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 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 executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and 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 corporation.

Return to -  
R. OWENS  
MUD  
1723 HARNEY ST.  
OMAHA, NE 68102

9578 MI -  
 FEE 17.00 P.M. FB 09050  
 DEL CO COMP No.  
 LEGAL FS 544





<p><b>METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA</b></p> <p><b>EASEMENT ACQUISITION</b></p> <p>FOR <b>G.R.M. 10600</b></p>	
<p>LAND OWNER <b>THOMAS SMITH CO</b> <b>WEST BAY, INC.</b> <b>OMAHA, NE.</b></p>	
<p>TOTAL ACRE PERMANENT <u>0.0905 ±</u> TEMPORARY _____</p>	
<p>LEGEND</p> <p>PERMANENT EASEMENT </p> <p>TEMPORARY EASEMENT </p>	
<p>PAGE <u>1</u> OF <u>1</u></p>	
<p>DRAWN BY <u>S.B.W.</u> DATE <u>7-27-94</u></p> <p>CHECKED BY <u>[Signature]</u> DATE <u>7-27-94</u></p> <p>APPROVED BY _____ DATE _____</p> <p>REVISED BY _____ DATE _____</p> <p>REV. CHKD. BY _____ DATE _____</p> <p>REV. APPROV. BY _____ DATE _____</p>	