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99-15441

FILED SARP COUNTY, NE.
 INSTRUMENT NUMBER
 99-015441
 97 JUL 23 AM 10: 14
 REGISTER OF DEEDS
 [Signature]
 Counter [Signature]
 Verify [Signature]
 D.E. [Signature]
 Proof [Signature]
 Fee: 15.50
 Cash
 Charge

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 16 day of July, 1997, between GCC FORT CROOK LIMITED LIABILITY PARTNERSHIP, a Nebraska Limited Liability Partnership, ("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 gas 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 Fort Crook Plaza, a subdivision, as surveyed, platted and recorded in Sarp County, Nebraska, and being described as follows:

The southwesterly ten feet (10') of Lot 2 abutting Thurston Circle right of way.

This permanent easement contains 0.030 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 executors, administrators, successors and assigns shall warrant and defend this

Return to: T J Searcy
 Kansas Dept
 1733 Minnesota Street
 Omaha, Ne
 28102-1960

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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 limited liability partnership.

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

GCC FORT CROOK LIMITED
LIABILITY PARTNERSHIP, a Nebraska
Limited Liability Partnership, Grantor

By *Charles Clatterbuck*
Charles Clatterbuck, Partner

ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Sarge) ss

This instrument was acknowledged before me on July 16, 1997, by Charles Clatterbuck, Partner of GCC Fort Crook Limited Liability Partnership, a Nebraska Limited Liability Partnership, on behalf of the said limited liability partnership.



Frances L. Williamson
Notary Public



**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION**

FOR G.R.M. 11255

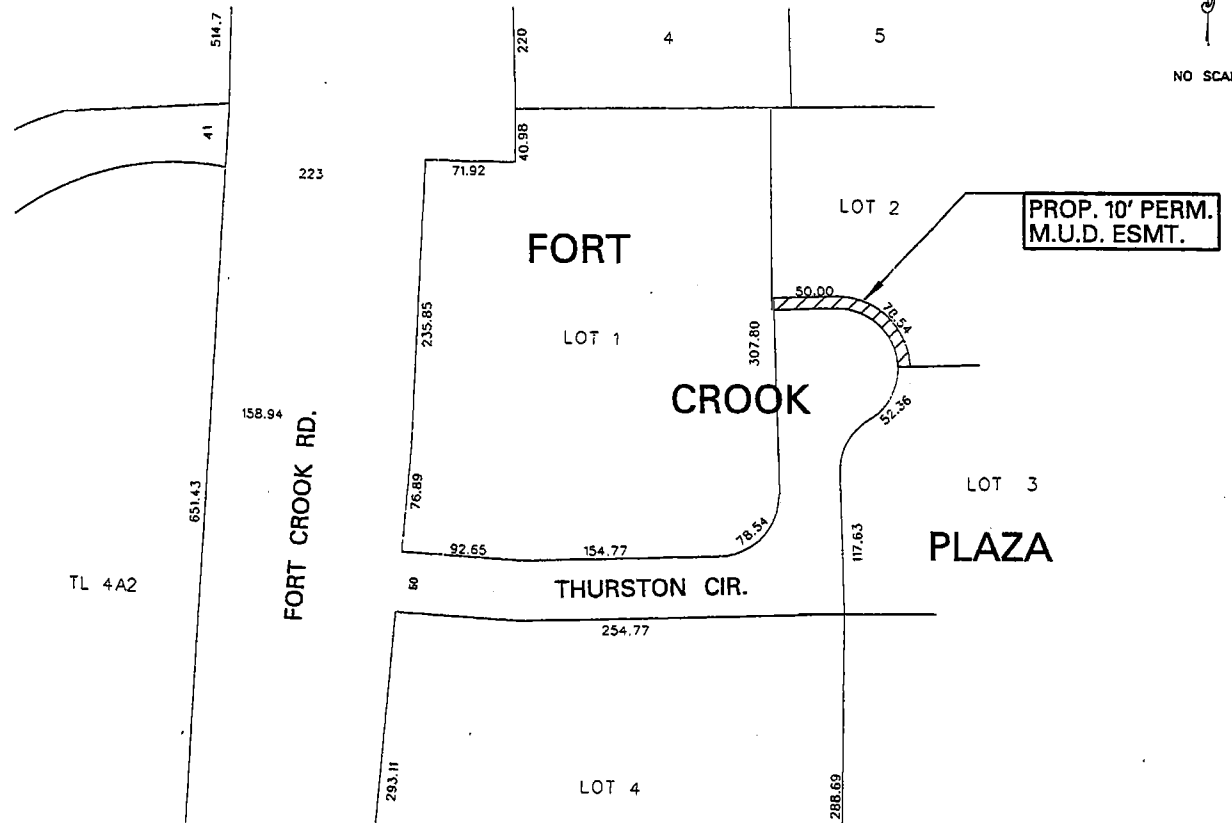
LAND OWNER
GCC FORT CROOK LIMITED
PARTNERSHIP

TOTAL ACRE PERMANENT 0.03±
TOTAL ACRE TEMPORARY _____

LEGEND
PERMANENT EASEMENT 
TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY C.L.Y.
DATE 7-2-97
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____



97-15441B