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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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BKP 22-164 C/O COMP

DEL SCAN 2/21

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 7th day of June, 2000, between DIANE B. NEIBEL and OLIVER J. NEIBEL, JR., husband and wife; PETER C. BACKHUUS, JR. and ADELYNE K. BACKHUUS, husband and wife; EVELYN SUVERKRUBBE, an individual; MARK C. BACKHUUS, an individual, and JAN R. BACKHUUS, an individual ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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, including but not limited to roadway valve boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in both the North East Quarter (NE ¼) and the North West Quarter (NW ¼) of the South East (SE ¼) of Section 22, Township 16 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska described as follows:

Commencing at the North East (NE) corner of the South East Quarter (SE ¼) of Section 22, Township 16 North, Range 11 East; thence South 0°00'00" West (assumed bearing) a distance of 70.05 feet; thence South 90°00'00" West a distance of 40.39 feet to the point of beginning, said point also being on the west right-of-way line of 156th Street and the south right-of-way line of Military Road; thence South 0°19'10" West along the west right-of-way line of 156th Street a distance of 1402.34 feet; thence South 17°01'04" West along the west right-of-way line of 156th Street a distance of 52.20 feet; thence North 0°19'10" East a distance of 1461.21 feet to a point on the south right-of-way line of Military Road; thence South 59°24'55" East along the south right-of-way line of Military Road a distance of 17.42 feet to the point of beginning.

This permanent easement contains 0.493 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

AND

A tract of land in the North East Quarter (NE ¼) of the South East (SE ¼) of Section 22, Township 16 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska described as follows:

Return To: T.J. Seeger
MUD Law Dept
1723 Hamlet St
Omaha, NE 68102-1960

NE ¼
NW ¼
SE ¼

3803

Commencing at the North East (NE) corner of the South East Quarter (SE ¼) of Section 22, Township 16 North, Range 11 East; thence North 90°00'00" West a distance of 103.34 feet, thence South 0°00'00" West a distance of 33.24 feet to the point of beginning, said point also being on the South right-of-way line of Military Road; thence South 89°51'58" West along the South right-of-way line of Military Road a distance of 2038.88 feet; thence North 54°55'12" West along the South right-of-way line of Military Road a distance of 57.23 feet; thence South 89°51'57" West a distance of 29.48 feet; thence South 54°55'15" East a distance of 86.71 feet; thence South 89°51'58" East a distance of 2073.20 feet to a point on the South right-of-way line of Military Road; thence North 59°41'12" West along the South right-of-way line of Military Road to the point of beginning.

This permanent easement contains 0.8305 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 this Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantee shall pay Grantor(s) the fair and reasonable value for crop damage, if any, which may arise in connection with Grantee exercising the easement rights granted herein. Prior to the beginning of construction, the District engineer and the Grantors will determine the crop acreage within the easement site. Fair and reasonable value for crop damage, if any, in the easement site will be determined by crop yield of the area of the field directly adjacent to the easement for the current year in which Grantee exercises its rights in the easement site relative to this property. The fair and reasonable value paid for crop damage, if any, will be based upon the comparable cash (market) price of said crop, minus the transportation and harvesting costs of the effected crop in the easement site. The market price for the crop will be determined by the market price used at the DeBruce Grain Elevator in Fremont, Nebraska on November 15th of any such year in which Grantee disturbs the crop in the easement site. Specifically, crop damage will only be paid in a year where Grantee digs or excavates in the easement site and such activity results in crop damage.

2. The Grantors and their 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.

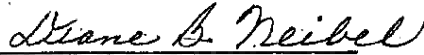
3. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.


4. Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

5. The Grantors are a lawful possessor of this real estate; have good right and lawful authority to make such conveyance; and Grantors and their 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.

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

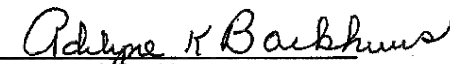
DIANE B. NEIBEL and
OLIVER J. NEIBEL, JR.,
Husband and Wife, Grantors


Diane B. Neibel



Oliver J. Neibel, Jr.

PETER C. BACKHUUS, JR. and
ADELYNE K. BACKHUUS,
Husband and Wife, Grantors


Peter C. Backhuus, Jr.


Adelyne K. Backhuus

EVELYN SUVERKRUBBE,
an Individual, Grantor


Evelyn Suverkubbe

MARK C. BACKHUUS,
an individual, Grantor


Mark C. Backhuus

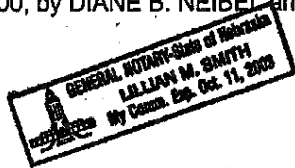
JAN R. BACKHUUS,
an Individual, Grantor


Jan R. Backhuus

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 31,
2000, by DIANE B. NEIBEL and OLIVER J. NEIBEL, JR., husband and wife.

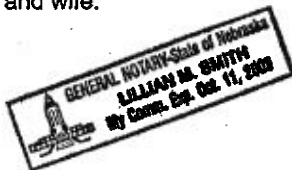


Lillian M. Smith
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 31,
2000, by PETER C. BACKHUUS, JR. and ADELYNE K. BACKHUUS, husband
and wife.

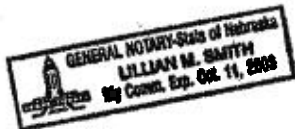


Lillian M. Smith
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 30,
2000, by EVELYN SUVERKRUBBE, an individual.

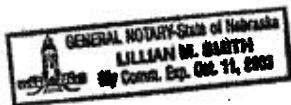


Lillian M. Smith
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 30, 2000,
2000, by MARK C. BACKHUUS, an individual.



Lillian M. Smith
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on June 7, 2000,
2000, by JAN R. BACKHUUS, an individual.



Lori Olsen
Notary Public

METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR
G.C. 11459

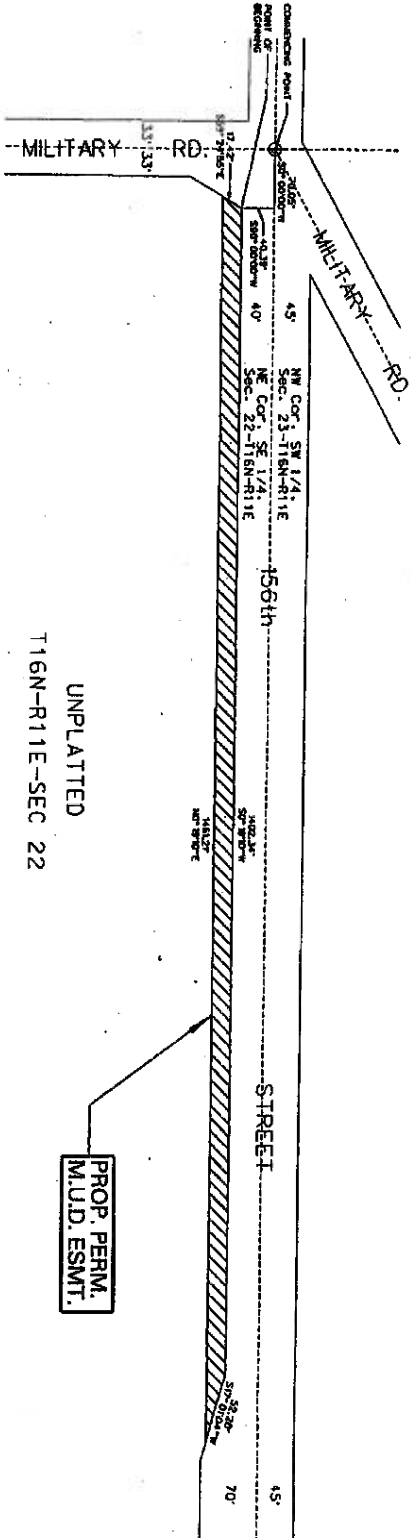
LAND OWNER
PETER BACKHUS, Jr. et al.
18055 MILITARY RD.
BENNINGTON, NE 68007

TOTAL ACRE
PERMANENT 0.483 ±
TOTAL ACRE
TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY J.S.S.
DATE 5-28-2000
CHECKED BY J.S.S.
DATE 3-24-2000
APPROVED BY
DATE
REVISED BY
DATE
REV. CKTD. BY
DATE
REV. APPROV. BY
DATE



NO SCALE
156TH & MILITARY RD.

METROPOLITAN

UTILITIES

DISTRICT

OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR
G.C.P. 11460

& GC 11459

LAND OWNER

PETER BACKHUIS, JR. et al.

16055 MILITARY RD.

BENNINGTON, NE 68007

TOTAL ACRE

.83 ±

PERMANENT

0 ±

TEMPORARY

0 ±

LEGEND

PERMANENT EASEMENT



TEMPORARY EASEMENT



PAGE 1 OF 1

DRAWN BY J.S.

DATE 3/22/2000

CHECKED BY

DATE

APPROVED BY

DATE

REVISED BY

DATE

REV. CHK'D. BY

DATE

REV. APPROV. BY

DATE

UNPLATTED

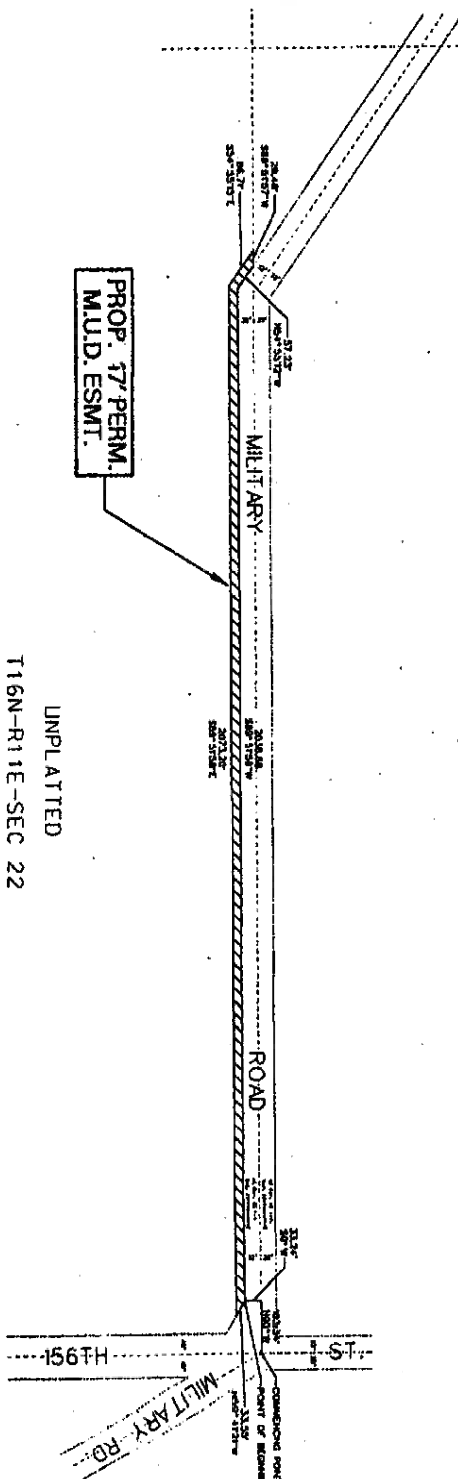
T16N-R11E-SEC 22

PROP. 17' PERM.
MUD. ESMT.

UNPLATTED

T16N-R11E-SEC 22

NO SCALE
NORTH & MILITARY RD.



RECEIVED
APR 27 2000
LAW DEPT.

METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR
G.C. 11459

LAND OWNER
BACKHUS FAMILY
18055 MILITARY RD.
BENNINGTON, NE 68007

TOTAL ACRE 0.091 ±
PERMANENT
TOTAL ACRE
TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY J. STANEK
DATE 6-23-2000
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

