

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17 day of ~~November~~ <sup>December</sup>, 1988, between TOD COMPANY, INC., a Nebraska Corporation, and L.C.B. INC., a Nebraska Corporation, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

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 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

Two tracts in Lake Cunningham Hills, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

A triangular parcel of land in the southwest corner of Lot 188 with a five (5) foot leg along the west property line and a sixty (60) foot leg along the south property line.

The south five (5) feet of Lot 187.

Said tracts contain a total of 0.014 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 unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors agree that neither they nor their successors or assigns will at any time erect, construct or place on or below the surface of said tracts of land any building or structure, except pavement, and they 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 Grantors, 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 Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their 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.

20685 F Misc

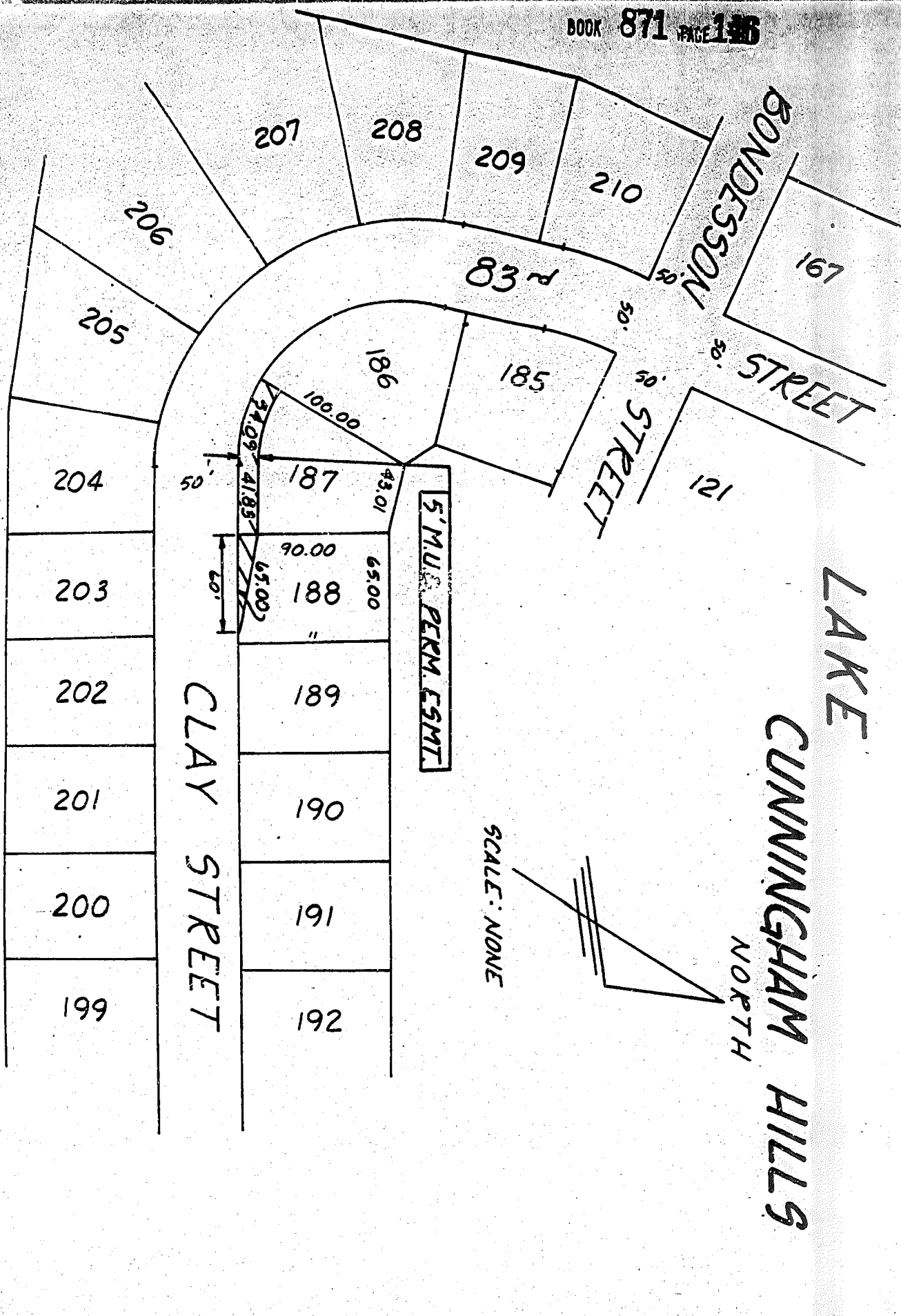
RECEIVED

1988 DEC 12 AM 11:07

GEORGE J. ...  
REGISTERED ...  
DUBLIN, NEBRASKA

OK 301 N 92-195 DW CJO FEB 16 1990  
92-149 R 92-149 DEL 114 MO 625  
OF 1415 COMP SR FIB 04-21490





LAKE CUNNINGHAM HILLS NORTH

DRAWN BY <u>SM</u> DATE <u>8-16-88</u>		PAGE / OF /	LEGEND	TOTAL ACRES <u>0.014</u>	LAND OWNER <u>TRD</u>	EASEMENT ACQUISITION FOR <u>MCCLAREN</u>	METROPOLITAN UTILITIES DISTRICT	OMAHA, NEBRASKA
CHECKED BY <u>M.W.P.</u> DATE <u>8-17-88</u>								
APPROVED BY <u>DAM</u> DATE <u>8-17-88</u>								
REVISED BY	DATE							
REV. CHK'D BY	DATE							
REV. APPROV. BY	DATE							