



BK 1354 PB 325-327



MISC 2000 13695

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Date	_____
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By	_____

RICHARD H. TANKS
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 OCT -5 PM 3:41

RECEIVED

South East
OF US

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 25th day of September, 2000, between 168TH & BLONDO PARTNERSHIP, a Nebraska General 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 of land in the SE ¼ of the SE ¼ of Section 9, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, and described as follows:

The west 25 feet of the east 58 feet of the south 810.4 feet of the SE ¼ of the SE ¼ of said Section 9-15-11, Section 9, Township 15 North, Range 11 East.

This permanent easement contains 0.465 of an acre, more or less, and is shown on the attached drawing 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 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 and condition 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 hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

Return to: T.J. Sweet
FEE \$150
RIP 3
C/O COMP

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

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

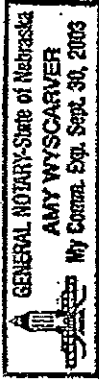
168th & BLONDO PARTNERSHIP, a
Nebraska General Partnership, Grantor

By: [Signature]
Title: Managing Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Sept. 25th
2000, by John Lind, Managing Partner of 168th & Blondo Partnership,
a Nebraska general partnership.



[Signature]
Notary Public

