

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-05358  
2002 FEB 11 P 1:05  
*Sharon J. Lowrey*  
REGISTER OF DEEDS

Counter SJD  
Verify [Signature]  
D.E. [Signature]  
Proof [Signature]  
Fee \$ 38.00  
Ck ☒ Cash ☐ Chg ☐  
0358

PERMANENT EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 14th day of January, 2002, between DODGE LAND COMPANY, a Nebraska Corporation, ("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, a nonexclusive 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, including but not limited to one 24-inch round iron frame and cover, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT TRACTS

The West Fifteen Feet (W. 15') of Lots One (1) through Eight (8), inclusive, 124 through 131, inclusive, and 311 through 329, inclusive, and the West Fifteen Feet (W. 15') of the North Thirty-three Feet (N. 33') of Lot 310, all in Millard Park South, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska. Said tracts contain a total of 0.804 of an acre, more or less, and are shown on the two drawings 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 permanent easement tracts any building or structure, except pavement and similar covering.

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 the 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 except those having any right, title or interest prior to this conveyance.

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

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6. This easement is subject to all existing easements and property interests of record.

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

DODGE LAND COMPANY, a Nebraska  
Corporation, Grantor

By: W. L. Morrison, Jr.  
W. L. Morrison, Jr., President

ACKNOWLEDGMENT

STATE OF NEBRASKA     )  
                                      ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on the 14<sup>th</sup> day of JANUARY, 2002, by W. L. Morrison, Jr., President of Dodge Land Company, a Nebraska Corporation, for and on behalf of said corporation.

Kristy J. Gregath  
Notary Public





METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA

EASEMENT  
ACQUISITION  
FOR W.C.P. 9126

LAND OWNER

TOTAL ACRE PERMANENT X ±  
TOTAL ACRE TEMPORARY X ±

LEGEND  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

PAGE 2 OF 2

DRAWN BY DAS  
DATE 4-17-2001  
CHECKED BY  
DATE  
APPROVED BY  
DATE  
REVISED BY  
DATE  
REV. CHK'D. BY  
DATE  
REV. APPROV. BY  
DATE

NO SCALE

