

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2003-61611

2003 OCT 23 A 10:28

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER *SM* C.E. *B*
VERIFY *me* D.E. *B*
PROOF *DM*
FEES \$ *15.50*
CHECK# *17731*
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

PERMANENT
EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 14th day of October, 2003
between DODGE LAND CO., a Nebraska Corporation ("Grantor"), and
METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and
Political Subdivision, ("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 non-exclusive
permanent 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:

NON-EXCLUSIVE PERMANENT EASEMENT

A tract of land in the Northeast Quarter (NE ¼) of the
Southwest Quarter (SW ¼) of Section 15, Township 14 North,
Range 11 East in Sarpy County, Nebraska and being
described as follows:

Beginning at the northeast corner of Outlot 2, Millard Park
South; thence North 90°00'00" East (Assumed Bearing) for
fifteen feet (15') along the South right of way line of Redwood
Street; thence South 00°00'00" West for five feet (5'); thence
South 90°00'00" West for fifteen feet (15') to the East
property line of Outlot 2; thence North 00°00'00" East for five
feet (5') to the point of beginning.

This permanent easement contains 0.002 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 Permanent 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 grant any easement
which interferes with the maintenance or operation of Grantee's facilities described
herein and shall not at any time erect, construct or place on or below the surface of the
permanent easement any building or structure, except (1) pavement or a similar
covering, (2) wood or vinyl fencing, (3) a lawn sprinkler system, or (4) landscaping other
than trees. The standard utility easements referenced in paragraph 4 below do not
interfere with the maintenance or operation of Grantee's facilities described herein.

2. The Grantee shall restore the 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.

Return to Susan Luzzan
M.U.D.
1723 Harney Street
Omaha, NE 68102
61611

*re:
L 480*

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 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, excluding therefrom the legal effect of easements of record on the date of execution hereof and excluding standard utility easements to be granted with the final plat and/or the covenants filed when the area covered by this easement and the adjoining area is platted and developed.

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

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

DODGE LAND CO., a Nebraska corporation,
Grantor

By: W. H. Morrison Jr.

Title: President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 14, 2003,
by W. H. Morrison Jr., President of DODGE LAND CO., a
Nebraska corporation, on behalf of the corporation.

Kristy J. Gregath
Notary Public



**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**



EASEMENT ACQUISITION

FOR GRM 12550

LAND OWNER
Dodge Land Co.
8701 W. Dodge Rd.
Omaha, NE 68114

TOTAL ACRE PERMANENT	0.002 ±
TOTAL ACRE TEMPORARY	X ±

LEGEND

	PERMANENT EASEMENT
	TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY R. RILEY
DATE 7-18-2003
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

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