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GEORGE...  
REGISTRAR...  
DOUGLAS COUNTY



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 25<sup>th</sup> day of Nov, 1996, between HORGAN DEVELOPMENT CO., a Nebraska Corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

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 to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Pacific Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The Westerly Five Feet (5') of Lots 253 and 227; the Northerly Five Feet (5') of Lots 228 and 229; the Westerly Five Feet (5') of Lot 273 as it abuts 173rd Avenue; and the Westerly Ten Feet (10') of the Northerly Five Feet (5') of Lot 230.

Said tracts contain a total of 0.0991 of an acre, more or less, and are 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 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 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 executors,

*Pls return to-*

*R. OWENS  
M. U. D.  
1723 HARVEY ST.  
OMAHA NE 68102*

*13768*

FILED	R. OWENS	CC-29197
DEL.	6/3	COMP/CP
LEGAL PG	SCAN	WV





**METROPOLITAN UTILITIES DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT ACQUISITION**  
FOR GRM 11116

LAND OWNER  
U.S. DEVELOPMENT L.L.C.

TOTAL ACRE PERMANENT 0.098 ±  
TOTAL ACRE TEMPORARY

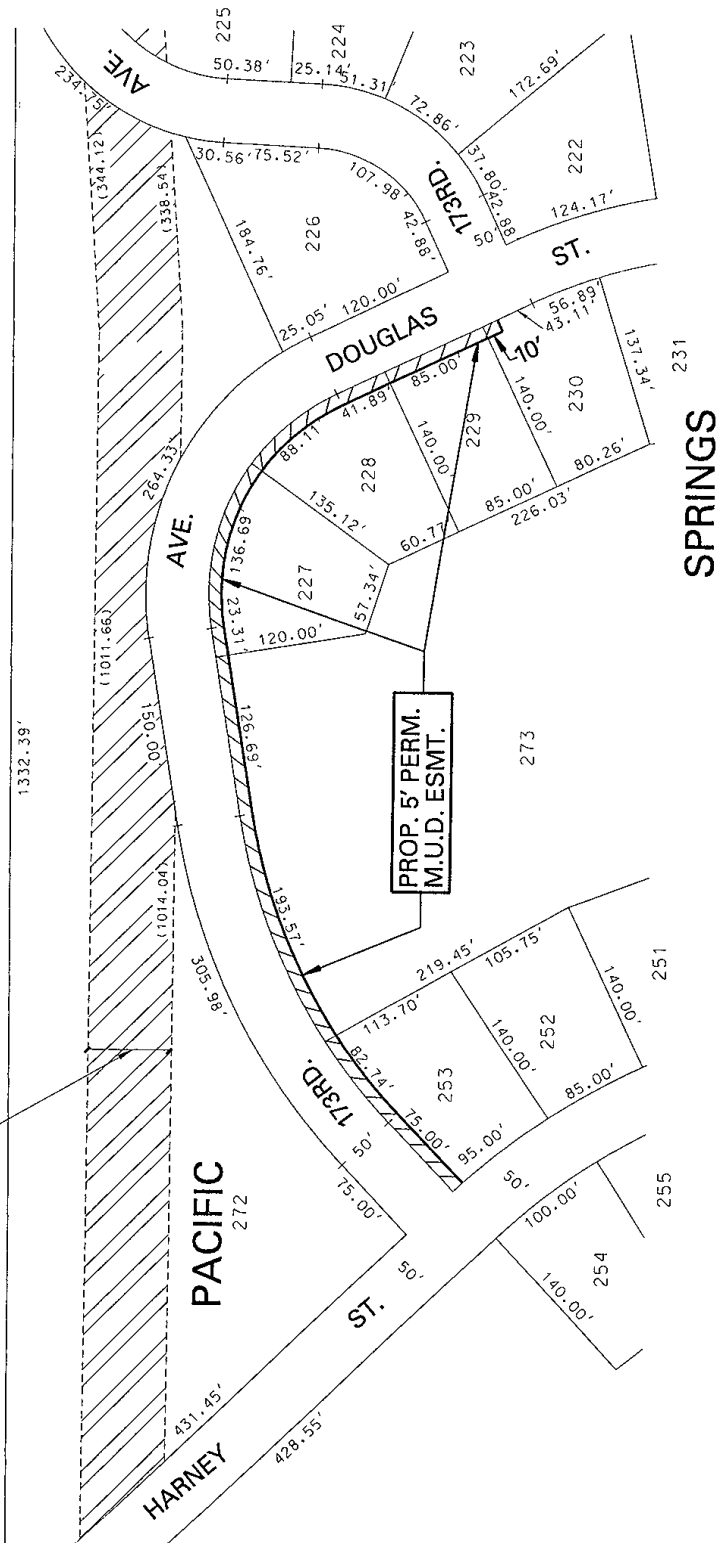
LEGEND  
 PERMANENT EASEMENT  
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY KCG  
 DATE 11-05-96  
 CHECKED BY LJ  
 DATE 11-5-96  
 APPROVED BY  
 DATE  
 REVISED BY  
 DATE  
 REV. CHK'D BY  
 DATE  
 REV. APPROV. BY  
 DATE

U N P L A T E D

NO SCALE  
 173rd AVE. & DOUGLAS ST.  
 66 FOOT WIDE EASEMENT GRANTED TO NORTHERN NATURAL GAS COMPANY RECORDED IN MISC. BOOK 375 AT PAGE 669 AND MODIFIED IN MISC. BOOK 795 AT PAGE 534 OF THE DOUGLAS COUNTY RECORDS.



**SPRINGS**