



BK 1354 PG 325-327



MISC 2000 13695

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Date

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By

RICHARD H TAKEUCHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

00 OCT -5 PM 3:48

RECEIVED

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: TJ Seaver
MUD Law Dept.
1723 Harrison St
Omaha NE 68102-1960
005027

MISC: 1650
FEE 10 FB
BKP C/O COMP
DEL SCAN dc FV

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.

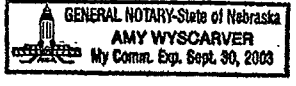
168th & BLONDO PARTNERSHIP, a
Nebraska General Partnership, Grantor

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 Lund, Managing Partner of 168th & Blondo Partnership,
a Nebraska general partnership.





[Signature]
Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR **G.R.M. 11900**

LAND OWNER
168th & BLONDO PARTNERSHIP
120 REGENCY PKWY. #116
OMAHA, NE 68114

TOTAL ACRE PERMANENT **0.465 ±**
TOTAL ACRE TEMPORARY _____

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE **1** OF **1**

DRAWN BY **J. STANEK**
 DATE **09-28-2000**
 CHECKED BY **J.S.S.**
 DATE **9-13-2000**
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHKD. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

...:\dgn\proposed\gas\grm11900.dgn Sep. 13, 2000 09:25:03

SCALE 1"=100'
168th & BLONDO ST.

UNPLATTED
T15N R11E SEC09

PROP. 25' PERM.
M.U.D. ESMT.

