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RECORDS & CLERK
DISTRICT OF SLEDS
DODGE COUNTY, NE

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 7th day of May, 1992, between the CITY OF OMAHA, a City of the Metropolitan Class, State of Nebraska, 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 water 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 Townview Terrace II, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The northerly five feet (5') of the southerly ten feet (10') of Lots Five (5), Six (6), Seven (7) and Eight (8), otherwise described as the back five feet (5') of the front ten feet (10') of each of said lots.

The easterly five feet (5') of the westerly ten feet (10') of Lots Nine (9), Ten (10), Eleven (11) and Twelve (12), otherwise described as the back five feet (5') of the front ten feet (10') of each of said lots.

Said tract contains 0.0338 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 Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract any building or structure, except pavement, and it will not give anyone else permission to do so.

2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and

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Mar 2

RETURN:
M. U. D. - Randy Owens
1723 Harvey St -
Omaha NE 68102

BOOK 1013 N. Comp C/O FEE 19.00
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OF MUC COMP WP FIB 23-38887



hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said County.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

CITY OF OMAHA, a City of the Metropolitan Class, State of Nebraska, Grantor

ATTEST:

Mary G. [Signature]

By:

Mayor

P. J. Morgan 5/7/92

ACKNOWLEDGMENT

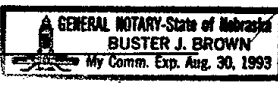
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 7th day of May, 1992, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came P. J. Morgan, Mayor of the City of Omaha, a City of the Metropolitan Class, State of Nebraska, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as said Mayor and the voluntary act and deed of said City of Omaha.

WITNESS my hand and Notarial Seal the day and year last above written.

Buster J. Brown
Notary Public

My Commission expires:



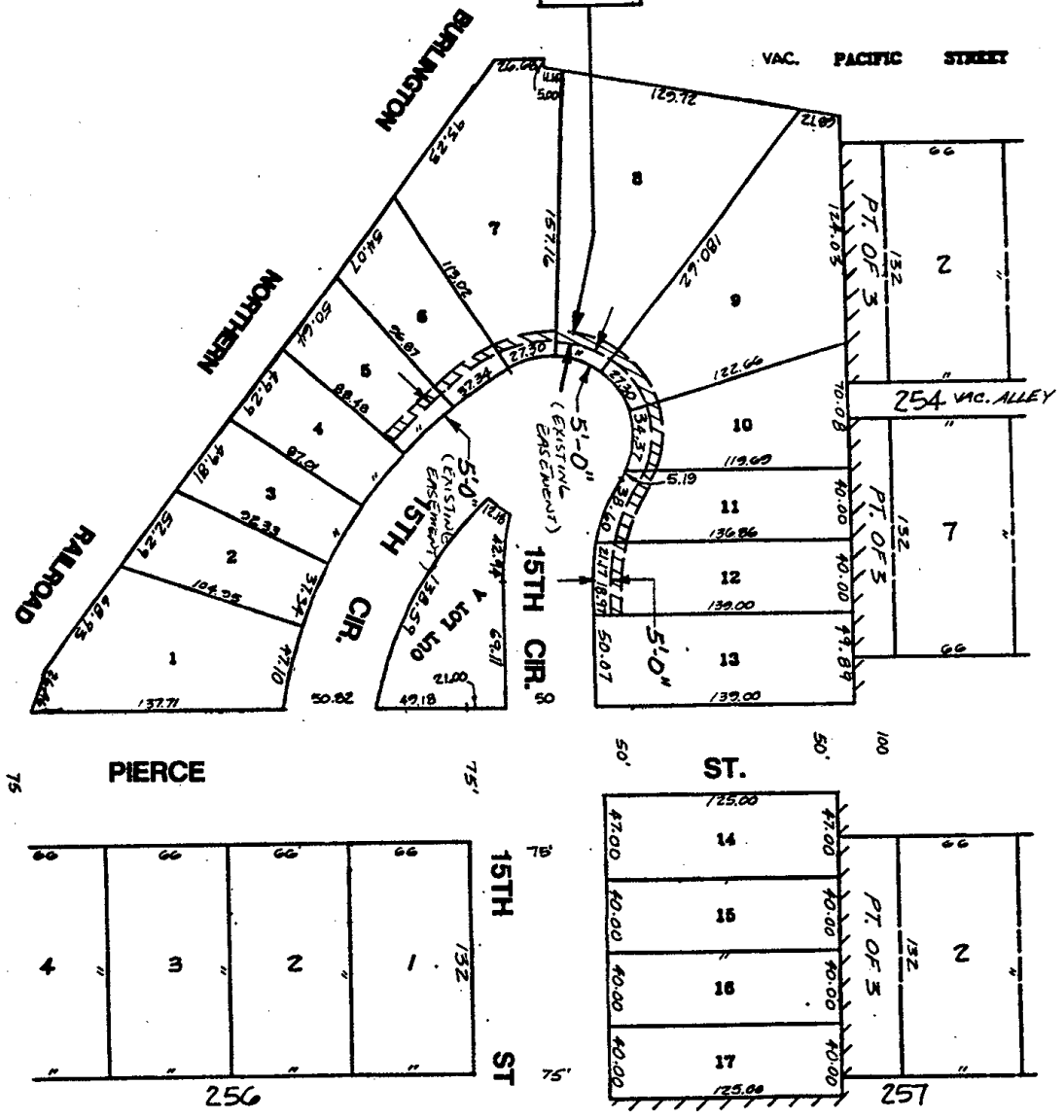
*as to form:
Hon. George
Asst. City Attorney*

(L)



TOWNVIEW TERRACE I

PROP. 5' PERM.
M.U.D. ESMT.



<p>METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA</p> <p>EASEMENT ACQUISITION</p> <p>FOR G.C. 10387 G.R.M. 10388 W.C.C. 7550</p> <p>LAND OWNER CITY OF OMAHA</p> <p>TOTAL ACRE PERMANENT 0.0338±</p> <p>LEGEND PERMANENT EASEMENT </p> <p>PAGE 1 OF 1</p> <p>DRAWN BY M.L.P. DATE 3-18-92</p> <p>CHECKED BY K.B. DATE 4-14-92</p> <p>APPROVED BY G.L. DATE 4-14-92</p> <p>REVISED BY _____ DATE _____</p> <p>REV. CHG'D. BY _____ DATE _____</p> <p>REV. APPROV. BY _____ DATE _____</p> <p>FILE NO. 415075</p>	
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