



BK 1455 PG 744-746



MISC 2002 19120

RICHARD N. TANKS
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

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FEE 19.00 FB MC-20590
BRP _____ C/O _____ COMP 2
DEL _____ SCAN 15 PV _____

PERMANENT EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 12 day of AUGUST, 2002, between ROGERS DEVELOPMENT, INC., 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, easement and right-of-ways 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 for the construction and maintenance of gas mains over those parts of Lots 305, 306, 307, 308, 309, 353, 354 and 370, Walnut Ridge, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, and described as follows:

The northerly five feet (5') of Lots 305, 306, 307, 308, 309, 353, 354, and 370.

This permanent easement contains 0.089 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 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 tracts 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 successors and assigns shall warrant and defend this conveyance and shall indemnify and

RETURN TO: JUSTIN COOPER
MUD-LEGAL
1723 HARNEY
OMAHA, NE 68102

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

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

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

ROGERS DEVELOPMENT, INC.,
a Nebraska Corporation,
Grantor

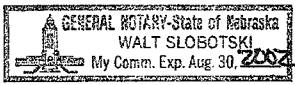
By: *[Signature]*
Michael F. Rogers, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on AUGUST 12 2002, 2002, by Michael F. Rogers, president of Rogers Development, Inc. on behalf of the corporation.

[Signature]
Notary Public



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
 FOR GRM 12295

LAND OWNER
 Roger's Development
 8250 Grover Street
 Omaha, NE 68124-3397

TOTAL ACRES .089 ±
PERMANENT 0 ±
TEMPORARY 0 ±

LEGEND
 PERMANENT EASEMENT [Hatched Box]
 TEMPORARY EASEMENT [Dotted Box]

PAGE 1 OF 1

DRAWN BY C.A.R.
DATE 7/27/2002
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

S.E. 1/4 SEC. 3, T.15 N., R.11 E.

