



BK 1351 PG 098-100



MISC 2000 12125

Nebr Doc  
Stamp Tax

Date

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By

RICHARD N TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 SEP 11 PM 1:58

RECEIVED

EASEMENT AND RIGHT-OF-WAY

MISC 3  
FEE 2850 FB MC-43603  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP. *EW*  
21 DEL. \_\_\_\_\_ SCAN *dc* FV \_\_\_\_\_

THIS INDENTURE, made this 3 day of April, 2000, between VILLAGE HOMES, L.L.C., a Nebraska Limited Liability Company, ("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 water and all appurtenances thereto, including but not limited to fire hydrants and valve boxes located within the easement, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Numerous tracts of land in Westin Hills West Two, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, and described as follows:

The entirety of Outlot "A" and the seven and one-half feet (7.5') frontage of each of Lots 1 through 26, inclusive, as the same abut Outlot "A".

This permanent easement contains 1.16 acres, more or less, and is shown on the drawing attached hereto and by this reference made a part hereof.

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 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 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: *Jusan Prazan*  
*M.U.D.*  
*1723 Hainey Street*  
*Omaha, NE 68102*  
*00304*

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

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

VILLAGE HOMES, L.L.C., a  
Nebraska Limited Liability Company,  
Grantor

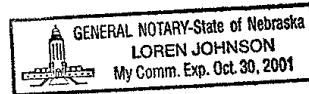
By: *Chad Larsen*  
Chad Larsen, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on April 3rd,  
2000, by Chad Larsen, Manager of VILLAGE HOMES, L.L.C., a Nebraska  
Limited Liability Company, on behalf of the company.

*Loren Johnson*  
Notary Public



**METROPOLITAN  
UTILITIES  
DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT  
ACQUISITION**

FOR  
**W.C.C. 9014**  
**G.R.M. 11881**

LAND OWNER  
Village Homes, L.L.C.  
a Nebraska Limited  
Liability Company

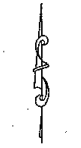
TOTAL ACRE \_\_\_\_\_  
PERMANENT 1.16 ±

**LEGEND**

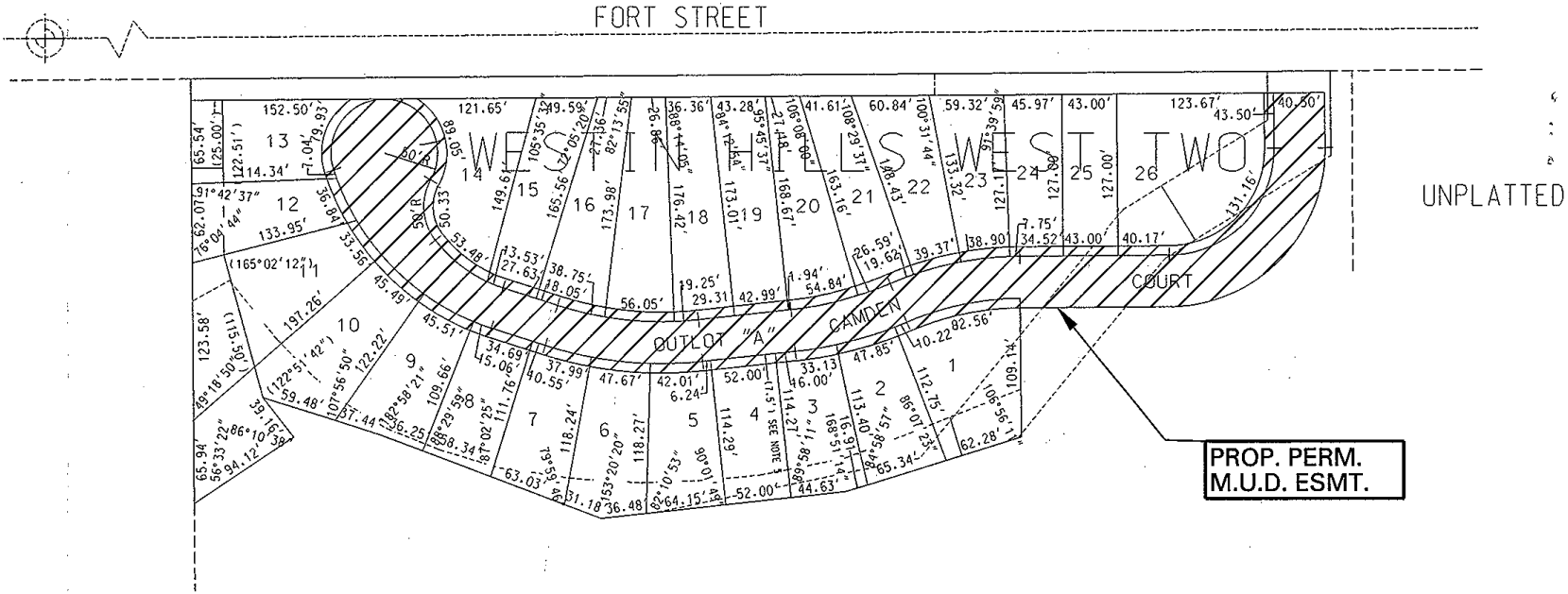
PERMANENT EASEMENT 

PAGE 1 OF 1

DRAWN BY D.R.B.  
DATE 3-28-2000  
CHECKED BY D.R.B.  
DATE 3-28-2000  
APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REVISED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. CHK'D. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_



NO SCALE  
WESTIN HILLS WEST TWO



UNPLATTED

**PROP. PERM.  
M.U.D. ESMT.**