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By

RICHARD W. TARECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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STIPULATION AND AGREEMENT

THIS STIPULATION AND AGREEMENT is made this 21 day of JULY, 1999, between Metropolitan Utilities District of Omaha, a municipal corporation and political subdivision of the State of Nebraska (M.U.D.) and Sanitary and Improvement District No. 385 (S.I.D. 385),

WHEREAS, M.U.D. acts as a public utility wherein it owns and operates underground pipelines for the transmission of gas and water to the metropolitan Omaha area and its environs; and

WHEREAS, in the course of conducting its business, Metropolitan Utilities District acquired 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 land described as follows: two tracts of land in the northwest quarter and in the southwest quarter of the northwest quarter of Section 4, Township 14 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska, and being more specifically described as follows: two tracts of land consisting of the east 37 feet of the west 70 feet of the northwest quarter of Section 4, Township 14N, Range 11E, said tracts contain 2.13 acres more or less. This easement is recorded in Miscellaneous Records at Book 1143, Page 168 in the Douglas County Register of Deeds; and

WHEREAS, subsequent to the aforementioned easement being granted to M.U.D., said easement tract was platted and subdivided and is now known as Wood Creek Replat One, Lot 33, in the most recently filed final plat; and accordingly, the legal description of said easement tract is now known as follows: the west 37 feet of Lot 33, of Wood Creek Replat One, a subdivision, as surveyed, platted, and recorded in Douglas County; and

WHEREAS, the District owns and operates a 36-inch diameter water main in the above-referenced easement along 180th Street between "F" Street and "J" Street in Douglas County, Nebraska; and

WHEREAS, said easement specifically provides that the Grantors and their 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 shall not permit anyone else to do so; and

WHEREAS, S.I.D. 385 has caused the construction of a concrete trail and accompanying curb wall whereby the concrete trail is located generally parallel to the water main with a curb wall on the west edge of the concrete trail whereby said curb wall is approximately above the east edge of the water main for a distance in excess of 1,000 feet; and

Return to: TJ Seeger
MU/Law Dept
1723 Harney St
Omaha NE 68102-1960

WHEREAS, the construction of said concrete trail and accompanying curb wall is a permanent structure and thereby infringes on the District's use and enjoyment of its easement rights in that should the District ever have to do any emergency or major repairs or otherwise access its water main, said concrete trail and curb wall structure significantly impairs the District's ability to do so, and may require the District to incur additional expense and time to remove and replace portions of the trail and/or wall.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Stipulation and Agreement, the parties agree as follows:

1. The District will allow said concrete trail and accompanying curb wall to remain in its present location although it infringes on the District's use and enjoyment of its easement rights as granted in the aforementioned easement recorded in the Douglas County Register of Deeds.

2. S.I.D. 385 will make full restitution to the District for any and all additional costs incurred by the District which may occur now or in the future as a result of the District's removal of the concrete trail, curb wall, or any part thereof as may become necessary in order to repair, maintain, operate, relay, or remove its pipelines placed in the easement site for the transportation of gas and/or water and all appurtenances thereto to and from the same, on and over the easement tract. Specifically, any such costs incurred by the District now or in the future, whereby some portion of the concrete trail and/or curb wall would need to be removed and replaced, as a result of M.U.D. exercising its easement rights, any and all associated costs relative to the removal or replacement of said trail and/or wall will be borne by S.I.D. 385.

3. This Stipulation and Agreement and all of its terms, conditions, and consequences shall be binding upon the heirs, successors, and assigns of S.I.D. 385 and M.U.D. and shall run with and be binding upon all successors in title and successors with respect to any interest in the concrete trail and curb wall described herein and the rights granted to M.U.D. as referenced in the easement recorded in Miscellaneous Records at Book 1143, Page 168 in the Douglas County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have unto set their hands this 21 day of July, 1999.

S.I.D. 385

By: [Signature]
Title: Chairman

METROPOLITAN UTILITIES
DISTRICT OF OMAHA, a Municipal
Corporation and Political Subdivision

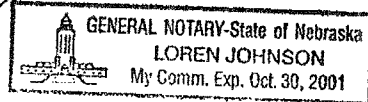
By: Jerry E. Sahr
Title: Asst. General Manager
- Operations

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on JULY 21, 1999,
by Genel L. Larson, Chairman of S.I.D. 385, on
behalf of the sanitary and improvement district.

Loren Johnson
Notary Public



ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on August 6, 1999,
by Jerry E. Sahr, Asst. Genl Mgr of Metropolitan
Utilities District of Omaha, a Municipal Corporation and Political Subdivision, on behalf
of said district.

Billie J. Rudd
Notary Public

