



RECEIVED

Jan 5 3 39 PM '96

GEORGE J. ...
REGISTERED ...
DOUGLAS ...

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 26th day of December, 1995, between ROBERT BRUNING and SHARON BRUNING, husband and wife, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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 to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Bennington Park, a subdivision, as surveyed, platted and recorded in Douglas County, in Nebraska, described as follows:

The southwesterly five (5) feet of each of Lots 55, 65, 66, and 67, each as the same abuts the public right-of-way of N. 2nd St.

Said tracts contain a total of 0.054 of an acre, more or less, and are shown on the drawing and 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 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, sewer and water pipelines as hereinafter specifically allowed. Sewer and water pipelines to serve improvements on the abovedescribed Lots shall, however, be allowed to cross and be constructed within the said easement tract as long as such are installed so as not to disrupt or harm in any way the gas line installed hereunder.

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.

Please return to -

R. OWENS
M. U. D.
1727 HARVARD ST

00166 H

FEE 1700 R. OWENS
DEL. C/O COMP KAD
LEGAL PGOR SCANNED BY

4. The Grantors are lawful possessors of this real estate; have good, right, and lawful authority to make such conveyance subject to any prior recorded easements for the installation of sewer and water lines; and Grantors and their executors, administrators, 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, except as herein stated.

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

ROBERT BRUNING and
SHARON BRUNING,
Husband and Wife, Grantors

Robert Bruning
Robert Bruning

Sharon Bruning
Sharon Bruning

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

This instrument was acknowledged before me on DECEMBER 26 1995, by Robert Bruning and Sharon Bruning, husband and wife.



Karen T. Rodis
Notary Public

My Commission expires: _____

METROPOLITAN

UTILITIES DISTRICT OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR
G.R.M. 11035

LAND OWNER

ROBERT AND SHARON BRUNING

15812 PINE STREET

OMAHA, NE 68130

(402) 334-0435

TOTAL ACRE 0.054±

PERMANENT

TOTAL ACRE

TEMPORARY

LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY AB

DATE 11-14-95

CHECKED BY LD

DATE 11-14-95

APPROVED BY *KML*

DATE 11-15-95

REVISED BY

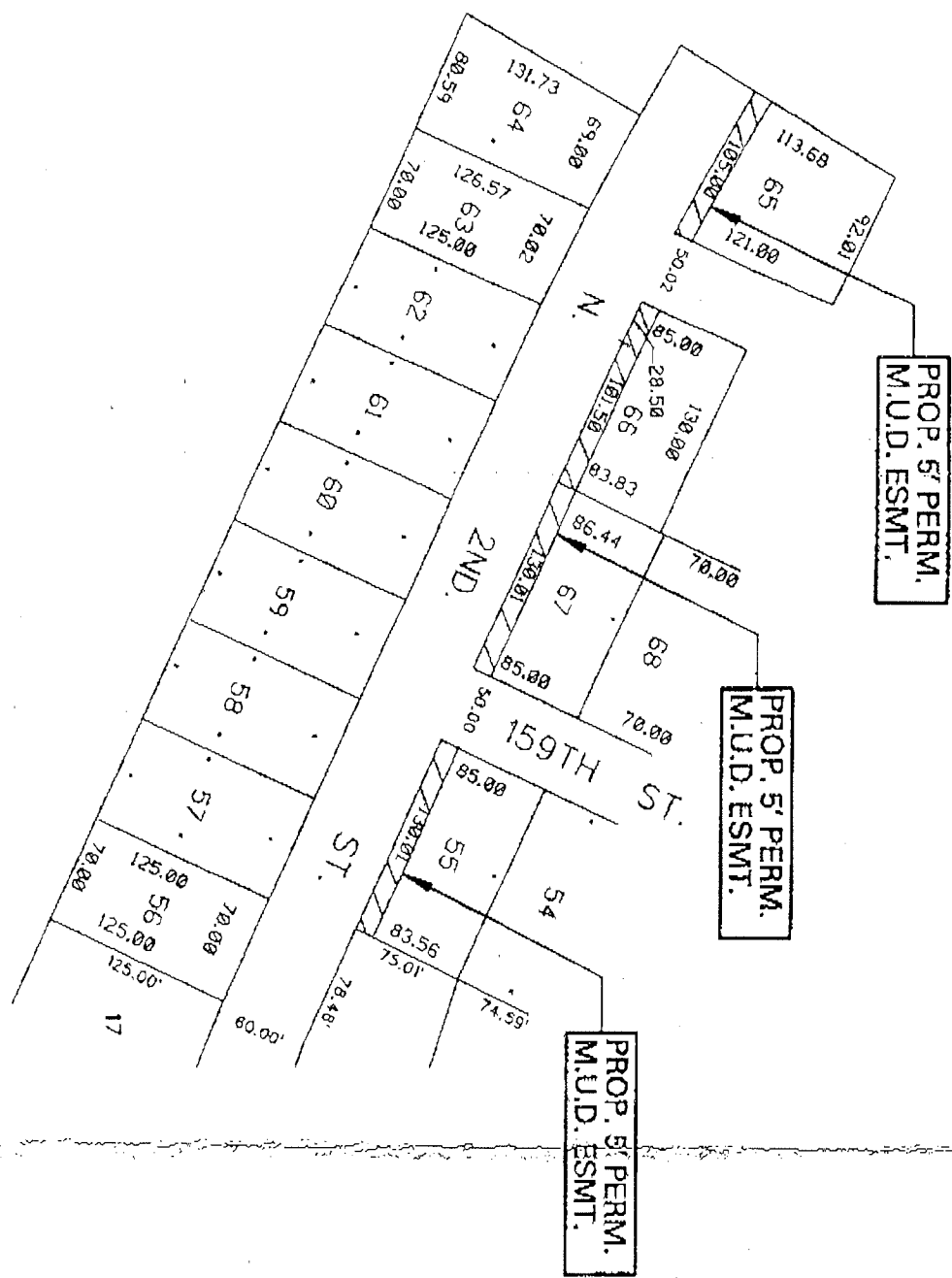
DATE

REV. CHK'D. BY

DATE

REV. APPROV. BY

DATE



NO SCALE
 BENNINGTON PARK
 159th ST. & N. 4th ST.