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THIS INDENTURE, made this 12<sup>th</sup> day of October, 1988, between MAENNER/HORGAN DEVELOPMENT COMPANY, a Nebraska Corporation, 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 water and 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 Barrington Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The westerly five (5) feet of Lots 125, 131 through 134 and 212 through 215.

The southerly five (5) feet of Lot 24 and Outlot B.

The west five (5) feet of Lots 55 through 58 inclusive.

The west five (5) feet of Lots 44 through 46 inclusive.

The west five (5) feet of Lot 1.

The north five (5) feet of the east one hundred sixty-five (165) feet of Lot 25.

The north five (5) feet of Outlot "A".

Said tract contains 0.319 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 they 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

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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 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 that he has the requisite authority to execute same and make this conveyance on behalf of the Grantor Corporation.

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.

MAENNER/HORGAN DEVELOPMENT COMPANY,  
a Nebraska Corporation,  
Grantor

WITNESSETH:

Nandall B. Owen

By:

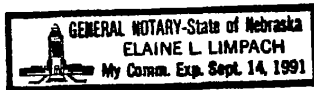
Robert P. Horgan  
Robert P. Horgan  
President

ACKNOWLEDGMENT

STATE OF NEBRASKA        )  
                                  ) ss  
COUNTY OF DOUGLAS     )

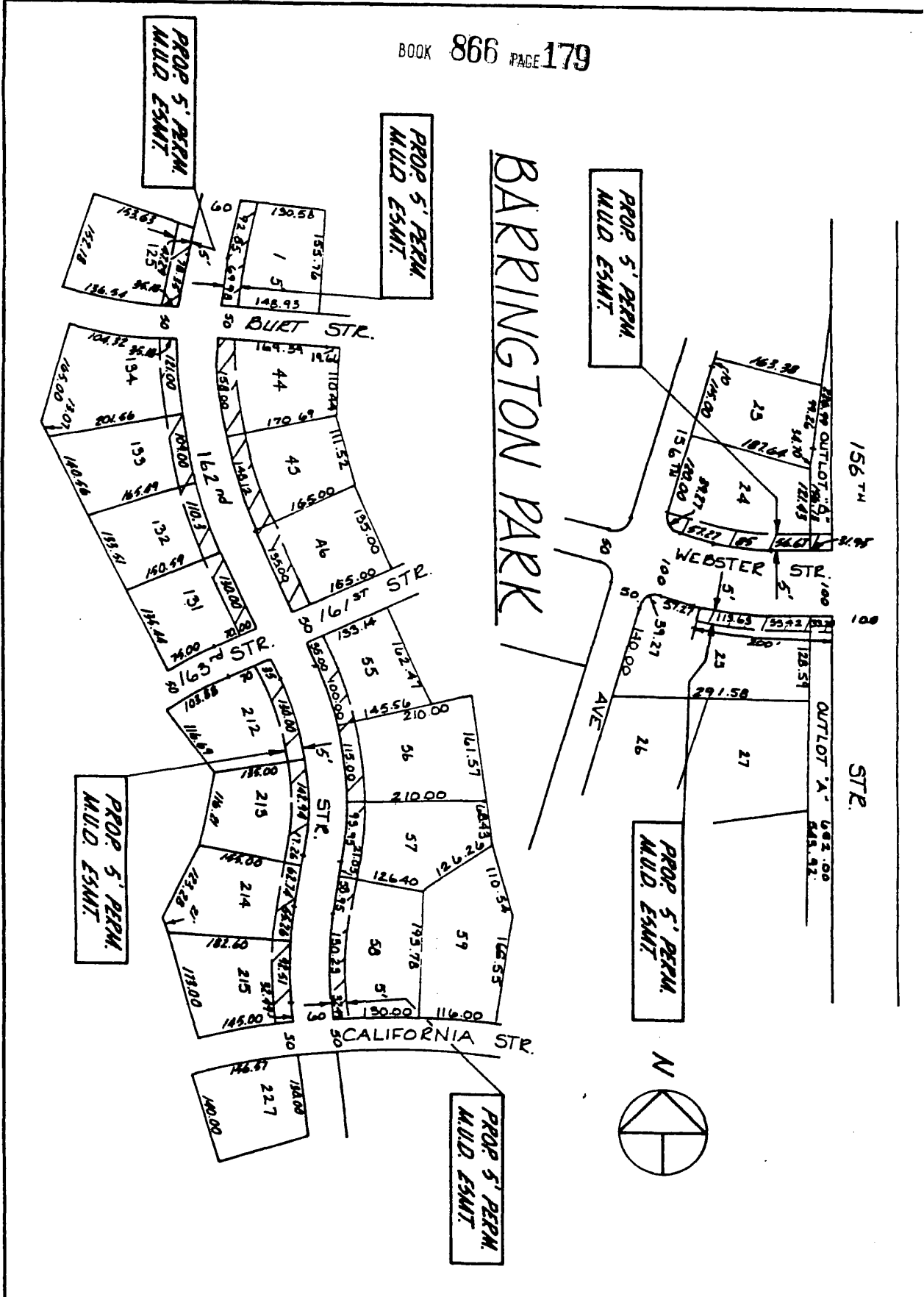
On this 12<sup>th</sup> day of October, 1988, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Robert P. Horgan, President of Maenner/Horgan Development Company, a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as said officer and the voluntary act and deed of said Corporation.

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



Elaine L. Limpach  
Notary Public

My Commission expires: 9-14-91.



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION FOR G.P.M. 9514 W.C.C. 6886	
LAND OWNER MAEJNER/HOGAN DEVELOPMENT CO.	
TOTAL ACRE 0.319±	
LEGEND PERMANENT EASEMENT	
PAGE / OF /	DATE
DRAWN BY <u>SNACY</u>	DATE <u>7-20-88</u>
CHECKED BY <u>W.M.P.</u>	DATE <u>7-21-88</u>
APPROVED BY <u>E.S.S.</u>	DATE <u>7/23/88</u>
REVISED BY _____	DATE _____
REV. CHK'D BY _____	DATE _____
REV. APPROV. BY _____	DATE _____

FILE NO. 417075