



MISC 2004131552



OCT 05 2004 14:02 P 4

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Register of Deeds, Douglas County, NE

10/5/2004 14:02:46.46



2004131552

PERMANENT
AND
TEMPORARY CONSTRUCTION
EASEMENTS AND RIGHTS-OF-WAY

THIS INDENTURE, made this 1 day of OCT, 2004 between JERALD L. ROHWER, an Individual, and ALAN J. ROHWER, an Individual, ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

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, a permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, hydrants, air relief piping, and pipeline signs and markers, and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

The east 50.00 feet, of the East Half, of the **Northeast Quarter, of the Northwest Quarter**, of Section 1, Township 14 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska.

This permanent easement contains 1.52 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

The west 50.00 feet, of the east 100.00 feet, of the East Half, of the **Northeast Quarter, of the Northwest Quarter**, of Section 1, Township 14 North, Range 10 East, of the Sixth P.M., Douglas County, Nebraska.

This temporary construction easement contains 1.52 acres, 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 Permanent and Temporary Construction Easements and Rights-of-Way to 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 permanent easement any building or structure, except pavement or a similar covering, landscaping and fencing as long as

Please file & return to:

Susan Prazan, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960

MISC *NE&W*
FEE 20.50 FB 01-60000
BKP 1-14-10 C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

the same do not interfere with Grantee's use and enjoyment of the rights granted hereunder, and shall not permit anyone else to do so, and, with respect to the temporary construction easement, the same prohibitions apply during the effective period of this temporary conveyance, which effective period shall commence upon the date of execution hereof and cease after completion of the project and restoration work contemplated herein.

2. The Grantee shall restore the 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. During the installation of the main, Grantee shall strip and stockpile a minimum of twelve inches of the topsoil. After the main is installed, Grantee shall replace the stockpiled topsoil on areas from which the topsoil was originally stripped.

3. The Grantee shall compensate the Grantors and/or their tenant, as their interests may appear, for all damages to growing crops and fences in the easement tract(s) if such damage is caused by the exercise of the temporary easement rights herein conveyed. The Grantors or their tenant shall provide documentation verifying any crop damages incurred which will include the number of acres involved, the then-current crop market prices and historical crop yield data. In addition, Grantee shall compensate Grantors for the actual documented expenses incurred by Grantors to feed Grantors' cattle in the event the cattle are unable to graze on the area west of the water main on or after October 1, 2005, because of installation of, maintenance to, repair of, or replacement of the water main.

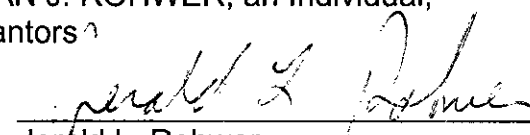
4. The Grantee shall repair, or pay the reasonable expense to have repaired, any damage to Grantors' property that is caused by the draining or flushing of Grantee's water main, whether such damage is inside of or outside of the easement tract. During the installation of the water main, the Grantee shall provide notice to Grantors before draining or flushing of Grantee's water main occurs. After the water main is installed, the Grantee shall use best efforts to provide notice to Grantors before such draining or flushing occurs.


5. Nothing herein shall be construed to waive any right of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

6. The Grantors are the lawful possessors of this real estate; have good, right and lawful authority to make such conveyance; and Grantors and their 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.

IN WITNESS WHEREOF, Grantors execute this Permanent and Temporary Easements and Rights-of-Way to be signed on the above date.

JERALD L. ROHWER, an Individual, and
ALAN J. ROHWER, an Individual,
Grantors

By: 
Jerald L. Rohwer

By: 
Alan J. Rohwer

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Oct 1, 2004,
by Jerald L. Rohwer.

Kathy Ann Polland
Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)



This instrument was acknowledged before me on Oct 1, 2004,
by Alan J. Rohwer.

Kathy Ann Polland
Notary Public





**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR **W.C. 7789-4**

LAND OWNER
Jerald L. Rohwer
ALAN J. ROHWER
209 29 "F" STREET
ELKHORN, NE

TOTAL ACRE
PERMANENT 1.52 ±
TOTAL ACRE
TEMPORARY 1.52 ±

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY _____ S.R.W.
DATE 12-03-94
CHECKED BY *[Signature]*
DATE 12-7-94
APPROVED BY _____
DATE _____
REVISED BY KPT
DATE 11-03
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

