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Date

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By

RICHARD N. TAKECH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

99 NOV 15 AM 10:58

RECEIVED

17470  
MEASEMENT AND RIGHT-OF-WAYFEE 150 FB 63-07250  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP BW  
DEL \_\_\_\_\_ SCAN 42 FV \_\_\_\_\_

THIS INDENTURE, made this 2nd day of November, 1999,  
between INSURANCE PROPERTIES, INC., a Nebraska Corporation, ("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 all appurtenances thereto, together with the right of  
ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

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

The westerly ten feet (10') of the easterly 176 feet  
of Lot One (1).

This permanent easement contains 0.0323 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 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.

Please return to -

R. OWENS

M. U. D.

1723 HARVEY ST.

OMAHA, NE 68102

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

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

INSURANCE PROPERTIES, INC.,  
a Nebraska Corporation, Grantor

By: \_\_\_\_\_

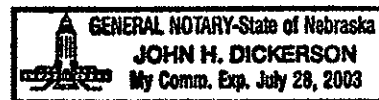
John H. Baxter, President

ACKNOWLEDGMENT

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on November 2, 1999, by John H. Baxter, President of Insurance Properties, Inc., a Nebraska Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public



METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA

EASEMENT  
ACQUISITION  
FOR  
GWO 9685

LAND OWNER  
CONTEMPORARY INDUSTRIES  
711 N 108TH COURT  
OMAHA, NE 68154

TOTAL ACRE  
PERMANENT 0.032 ±  
TOTAL ACRE  
TEMPORARY 0.000 ±

LEGEND  
PERMANENT EASEMENT  
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY DLD  
DATE 10-14-1997  
CHECKED BY  
DATE  
APPROVED BY JSS  
DATE 7-27-99  
REVISED BY  
DATE  
REV. CHK'D. BY  
DATE  
REV. APPROV. BY  
DATE

