



BK 1425 PG 214-217



MISC 2002 04150

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 FEB 22 AM 11:20

RECEIVED

PERMANENT AND TEMPORARY
EASEMENT AND RIGHT-OF-WAY

FEB 20 21-16-72
BKP JMS GPO GPO COMP JVB
DEC 31 2002

THIS INDENTURE, made this 14 of February, 2002, between
OMAHA PUBLIC POWER DISTRICT, a Body Corporate and Politic, ("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, a
permanent easement and right-of-way to lay, maintain, operate, repair, relay and
remove, at any time, a single, 36-inch-in-diameter, pipeline for the transportation
of water and all appurtenances thereto, and a temporary easement and right-of-
way for construction purposes in connection therewith, together with the right of
ingress and egress on, over, under and through lands described as follows:

PERMANENT and TEMPORARY EASEMENT TRACTS

Two separate tracts, one permanent and one temporary, both
in the Southwest Quarter (SW1/4) of the Southwest Quarter
(SW1/4) of Section Twenty-one (21), Township Sixteen (16)
North, Range Twelve (12) East of the 6th P.M. in Douglas
County, Nebraska.

The permanent and temporary easement tracts referenced
above are further described and shown on Exhibit "A" (2
pages), attached hereto and made a part hereof by this
reference.

TO HAVE AND TO HOLD this 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 permanent easement tract any
building or structure, except pavement and similar covering, and shall not permit
anyone else to do so. The same prohibition shall apply with respect to the
temporary easement tract but only for the effective period of the temporary
easement grant, that period being from the date of execution of this document
until completion of the underlying project or until April 1, 2003, whichever occurs
first.

2. The Grantee shall restore any and all property of the Grantor damaged
as a result of the Grantee's exercise of its easement rights. The Grantee shall
restore the damaged property, as near as is reasonably possible, to its condition
just prior to construction, with restoration to be performed within a reasonable
time after the project is completed.

Please return to
MUD
R. OWENS
1723 HARVEY
OMAHA 68102

✓ 10508

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 the lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its 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.

5. The signatory hereto represents and warrants that he/she has the requisite authority to execute this conveyance on behalf of the Grantor.


6. Grantee shall be liable for, and hold Grantor harmless from, any and all claims, of whatever nature, arising out of any breach of this Easement or Grantee's negligent acts or omissions, or the negligent acts or omissions of Grantee's employees, agents or contractors, in the exercise of its rights herein conveyed, except to the extent said claims arise solely out of the negligent acts or omissions of Grantor or its employees, agents or contractors.

7. Grantee shall be liable for compliance with any and all governmental or other regulations or laws relative to its activities arising out of its exercise of its rights herein conveyed.

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

OMAHA PUBLIC POWER DISTRICT, a Body Corporate and Politic, Grantor

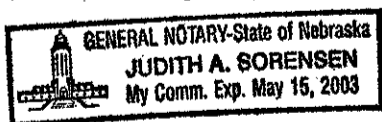
By: _____



Title: A. J. Minks
Vice President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 14, 2002, by A.J. Minks, Vice President, _____ of OMAHA PUBLIC POWER DISTRICT, a Body Corporate and Politic.




Notary Public
Judith A. Sorensen

Permanent & Temporary Water Main Easement
WCP 8864-2, State Street

A tract of land in the SW ¼ of SW ¼ of Section 21, Township 16 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska and described as follows:

Permanent

Commencing in the southwest corner of the of the southwest 1/4 of Section 21, T16N, R12E;
Thence N 00°00'00"E a distance of 33.00';
Thence N 90°00'00"E a distance of 122.52' to the Point of Beginning;
Thence N 90°00'00"E(assumed bearing) a distance of 817.92' along the North right-of-way line of State Street;
Thence N 18°54'31"W a distance of 44.42';
Thence N 90°00'00"W a distance of 797.96';
Thence S 07°32'25"W a distance of 42.36' to the Point of Beginning.

The tract contains 0.779 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

Temporary

Commencing in the southwest corner of the of the southwest 1/4 of Section 21, T16N, R12E;
Thence N 00°00'00"E a distance of 33.00';
Thence N 90°00'00"E a distance of 122.52';
Thence N 07°32'25"E a distance of 42.36' to the Point of Beginning;
Thence N 90°00'00"E a distance of 797.96';
Thence N 18°54'31"W a distance of 15.85';
Thence N 90°00'00"W a distance of 790.86';
Thence S 07°32'25"W a distance of 15.13' to the Point of Beginning.

The tract contains 0.274 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR **W.C.P. 8864-2**

LAND OWNER
OPPD
444 S. 16th St.
Omaha, NE 68102

TOTAL ACRE PERMANENT 0.779 ±
TOTAL ACRE TEMPORARY 0.274 ±

LEGEND

- PERMANENT EASEMENT 
- TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY DAS
DATE 10-10-2001
CHECKED BY C.J.L.
DATE 10-23-01
APPROVED BY C.J.L.
DATE 10-23-01
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

Exhibit "A"
Page 2 of 2

