

RECEIVED

JUN 22 1 45 PM '92 EASEMENT AND RIGHT-OF-WAY

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY
THIS INSTRUMENT, made this 28th day of February, 1992, between NEWESTGATE PLAZA, INC., 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 gas and water and all appurtenances thereto, including but not limited to five (5) plastic roadway boxes and fifteen (15) cast iron valve boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts in Diamond Head, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The south five (5) feet of the following lots: ✓215, ✓216, ✓217, ✓218, ✓219, ✓220, ✓221, ✓222, ✓223, ✓224, ✓225, ✓226, ✓227, ✓228, ✓229, ✓230, ✓231, ✓232, ✓233, ✓234, ✓235, ✓236, ✓237 and ✓238. 24

The north five (5) feet of the following lots: ✓214, ✓196, ✓195, ✓277, ✓276, ✓261, ✓260, ✓256, ✓255, ✓243, ✓242, ✓241, ✓240 and ✓239. 14

The easterly five (5) feet of the following lots: ✓291, ✓292, ✓293, ✓294, ✓295, ✓268, ✓267, ✓251, ✓252, ✓253, ✓254, ✓255 and ✓233. 13

The westerly five (5) feet of the following lots: ✓163, ✓164, ✓165, ✓166, ✓167, ✓168, ✓300, ✓299, ✓298, ✓297, ✓296, ✓250, ✓244, ✓243 and ✓234. 15

Said tract contains 0.73 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 other similar covering, and it 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.

RETURN:

R. W. Owens

M. U. D.

1723 HARNEY

OMAHA, NE 68102

BK

PG

OF

1017

530

MISC

N

N

COMP

92/461

533

VP

C/O

DEL

FAB

FEE

MC

MC

5100

5

09030

RECEIVED

MAR - 2 1992

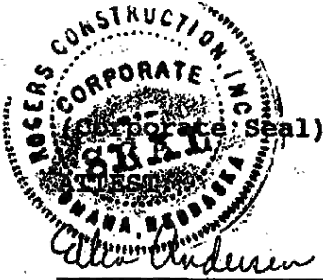
LAW DEPT

3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the 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.

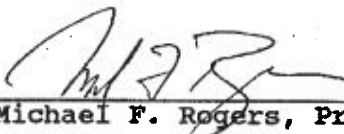
5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Corporation.

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.



WESTGATE PLAZA, INC.,
a Nebraska Corporation,
Grantor

By:


Michael F. Rogers, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

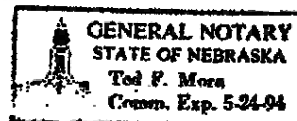
On this 28 day of February, 1992, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Michael F. Rogers, President of WESTGATE PLAZA, INC., a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer and the voluntary act and deed of said Corporation.

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



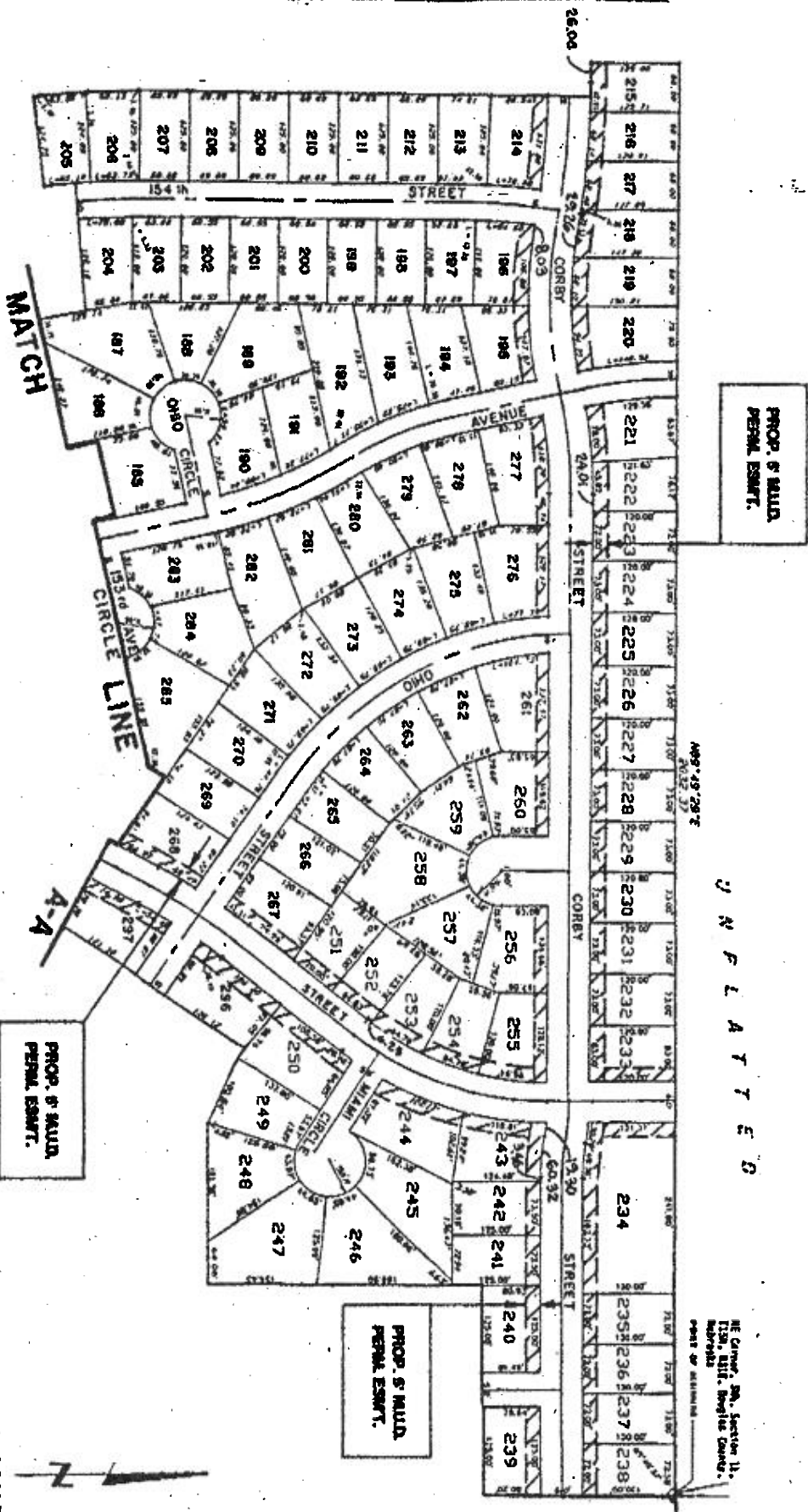
Notary Public

My Commission expires: 5-24-94



DIAMOND HEAD

LOTS 153-300, INCLUSIVE, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 14 EAST OF THE 6TH PM, DODGE COUNTY, NEBRASKA



PROP. & MILD.
PERM. EASMT.

499' 19" 29' 7"

U N F L A T T E D

RE CORRECTED BY SECTION 11,
TOWNSHIP 15 NORTH, RANGE 14 EAST OF THE 6TH PM,
DODGE COUNTY, NEBRASKA

PROP. & MILD.
PERM. EASMT.

PROP. & MILD.
PERM. EASMT.

NO SCALE

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR

W.C.C. 7484

G.R.M. 10339

LAND OWNER

WESTGATE PLAZA, INC.

8250 GROVER ST.

OMAHA, NE. 68106

TOTAL ACRE
PERMANENT 0.13 ±

LEGEND

PERMANENT EASEMENT

TEMPORARY EASEMENT

PAGE 1 of 2

DRAWN BY K.B.
DATE 12-14-91

CHECKED BY K.B.
DATE 12-14-91

APPROVED BY

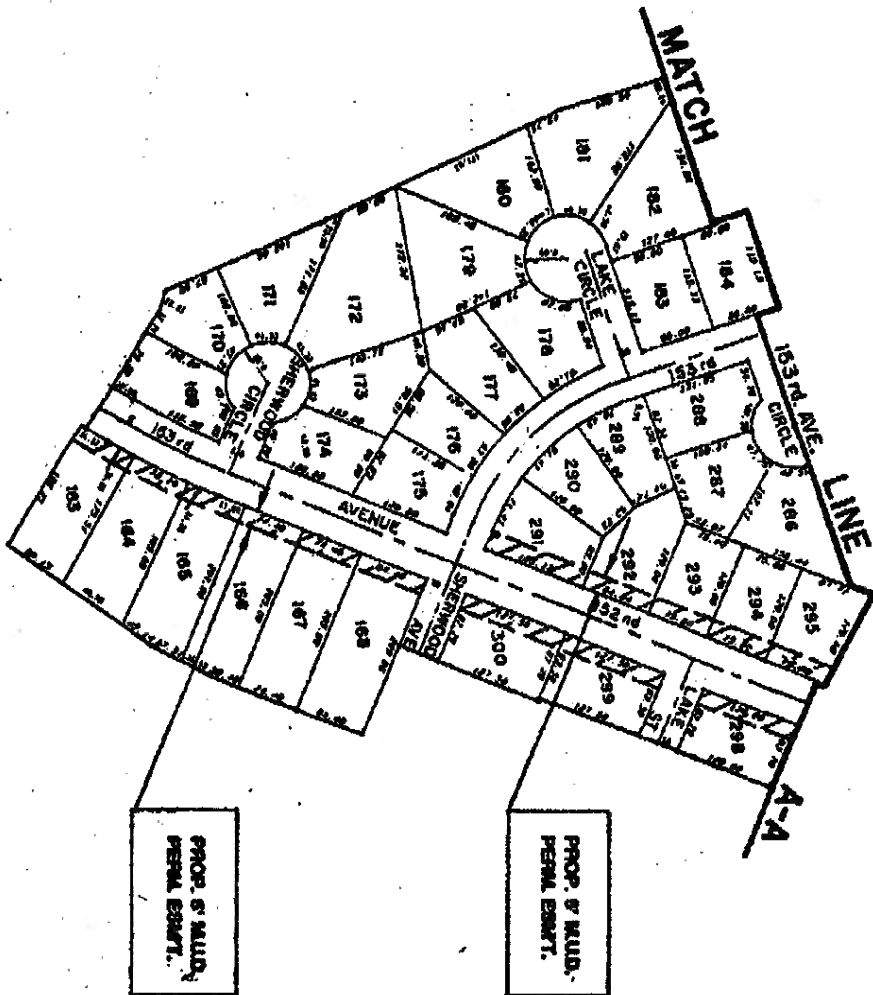
REVISED BY

REV. CHK'D. BY

REV. APPROV. BY

DIAMOND HEAD

LOTS 163-300, INCLUSIVE, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH PM, DODGE COUNTY, NEBRASKA



NO SCALE

**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION**

FOR

W.C.C. 7484

G.R.M. 10339

LAND OWNER

WESTGATE PLAZA, INC.

8250 GROVER ST.

OMAHA, NE. 68124

TOTAL ACRES 0.73 1+

LEGEND

PERMANENT EASEMENT



PAGE 2 OF 2

DRAWN BY K.B.

DATE 12-14-91

CHECKED BY K.B.

DATE 12-14-91

APPROVED BY

DATE

REVISED BY

DATE

REV. CHK'D. BY

DATE

REV. APPROV. BY

DATE

P.L.E. NO. 415078