



BK 1452 PG 521-524



MISC 2002 17380

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 JUL 31 PM 4:17

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FEE 24.00 OC 10998

BKP _____ C/O _____ COMP B

DEL _____ SCAN CR PV _____

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 18th day of July, 2002, between DODGE DEVELOPMENT ~~COMPANY~~, INC., a Nebraska Corporation ("Grantor"), and METROPOLITAN ~~(UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),~~ with

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 nonexclusive 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, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENTS

A nonexclusive permanent easement for the construction and maintenance of water lines and related facilities over those parts of Lots 24, 25, 110, 111, 154, 155, 219, and 220, Elk Valley, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

The easterly five feet (5') of Lot 24.

The westerly five feet (5') of Lot 25.

The northerly five feet (5') of Lots 110, 111, 154, 155, 219, and 220.

These permanent easements contain 0.167 of an acre, more or less, and are shown on the drawings 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, excluding therefrom, the legal effect of instruments, including easements of record on the date of execution hereof.

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.

Return to: TJ Secret
MJD Law Dept
1203 Harney St
Omaha NE 68102

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, excluding therefrom the legal effect of easements of record on the date of execution thereof.

5. These Permanent Easements and Rights-of-Way are subject to all existing easements and property interests of record.

6. 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.

DODGE DEVELOPMENT ^{W/M}COMPANY,
INC., a Nebraska Corporation, Grantor

By: W. Morrison Jr.

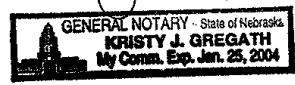
Title: President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 18th of July,
2002, by W. Morrison Jr. President of Dodge Development
~~Company~~, Inc., a Nebraska Corporation, on behalf of the corporation.
^{W/M}

Kristy J. Gregath
Notary Public



METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR
W.C.C 9360

LAND OWNER
WILLIAM MORRISON JR.
N.P. DODGE

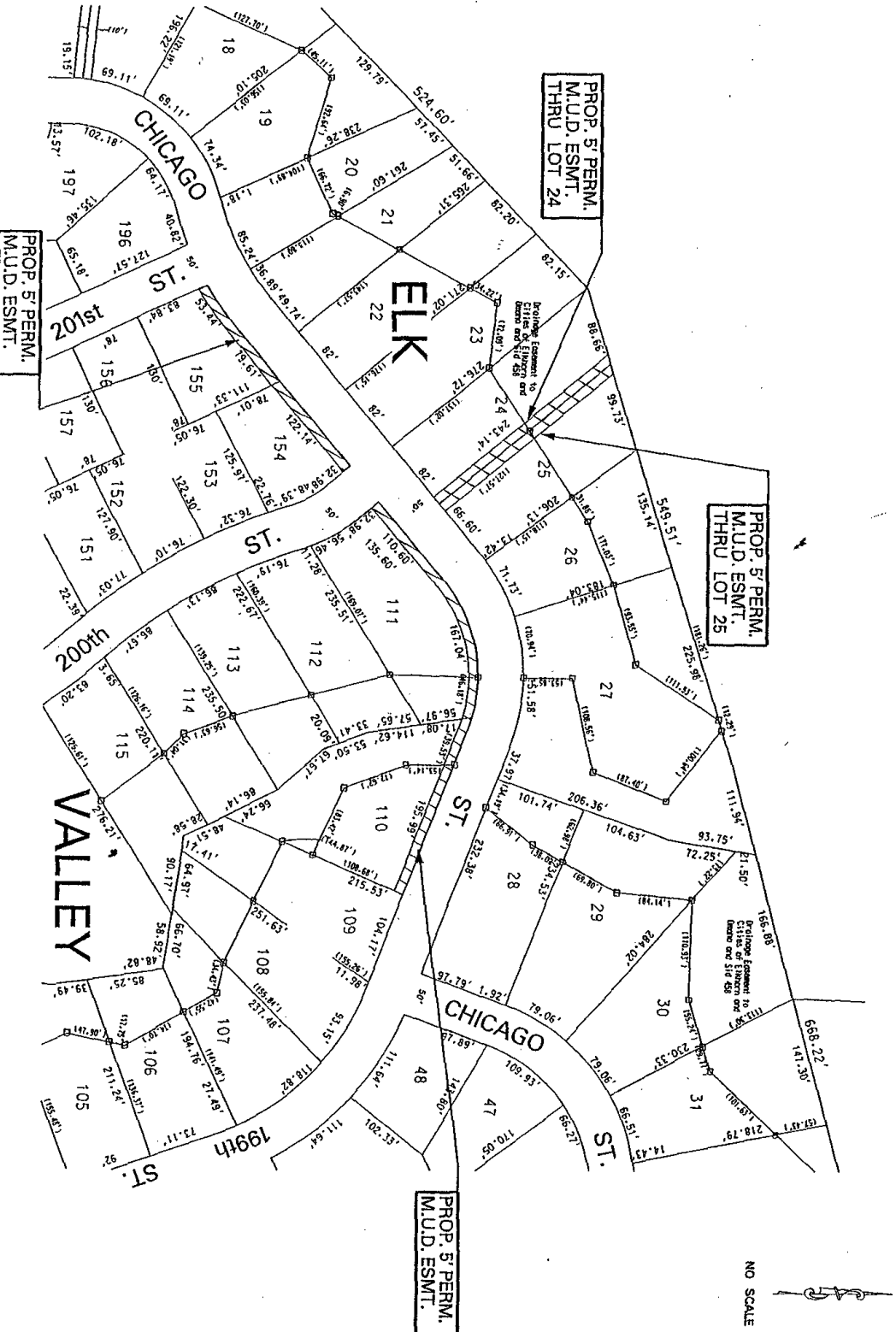
TOTAL ACRE 0.1413 ±
PERMANENT _____
TOTAL ACRE _____
TEMPORARY _____ X ±

LEGEND
PERMANENT EASEMENT [diagonal lines]
TEMPORARY EASEMENT [dotted pattern]

PAGE 1 OF 1

DRAWN BY C.J.G.
DATE 02-19-02
CHECKED BY C.J.L.
DATE 2-25-02
APPROVED BY C.J.L.
DATE 2-25-02
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

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NO SCALE

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR W.C.C 9360

LAND OWNER
WILLIAM MORRISON JR.,
N.P. DODGE

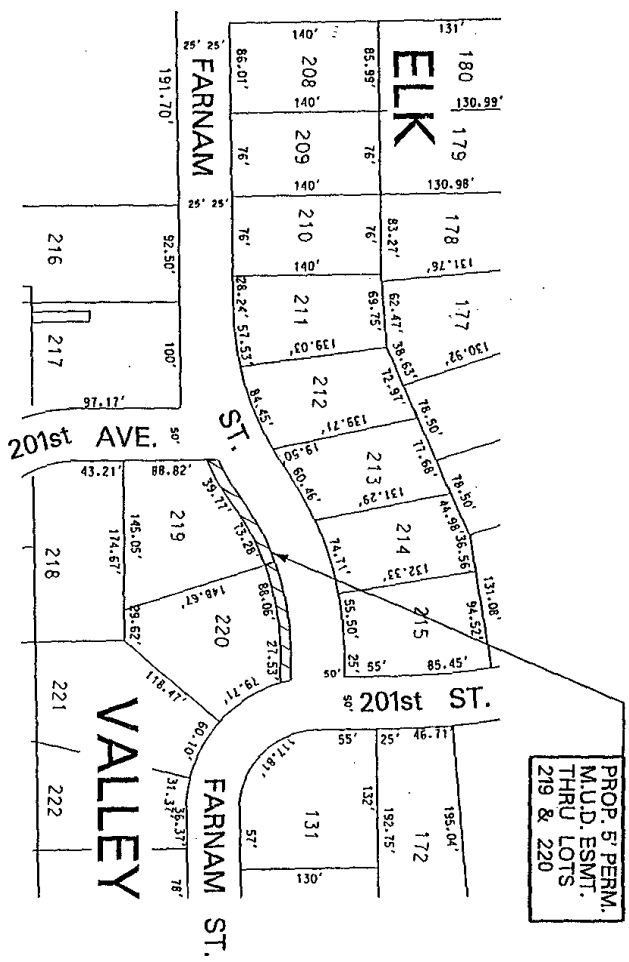
TOTAL ACRE 0.0284±
PERMANENT _____
TEMPORARY _____ X ±

LEGEND
PERMANENT EASEMENT [diagonal lines]
TEMPORARY EASEMENT [dotted pattern]

PAGE 1 OF 1

DRAWN BY C.J.G.
DATE 02-18-02
CHECKED BY C.J.G.
DATE 2-25-02
APPROVED BY C.J.G.
DATE 2-25-02
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

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NO SCALE