

55-193

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 15th day of March, 1982, between J. K. Co., Ltd., a Nebraska limited partnership, 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 One Dollar (\$1.00) 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, a pipeline for the transportation of water, and all appurtenances thereto, including but not limited to one fire hydrant, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

The West Ten (10) feet of the North Ten (10) feet of the South Two Hundred Forty-six (246) feet of Lot Two Hundred Thirty-six (236), in Fontenelle, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska. Said tract, which is shown on the attached plat which is made a part hereof, contains Two Thousandths (0.002) acre, more or less.

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 tract of land any building or structure, except pavement, and neither it nor they will 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.

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.

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.

FILED SARPY CO., NE 9-25
BOOK 55 OF Miss Fee
PAGE 193

1982 MAR 24 AM 9:53

Carl S. Hibbelin
REGISTER OF DEEDS

J. K. CO., LTD., Grantor

By [Signature]
General Partner

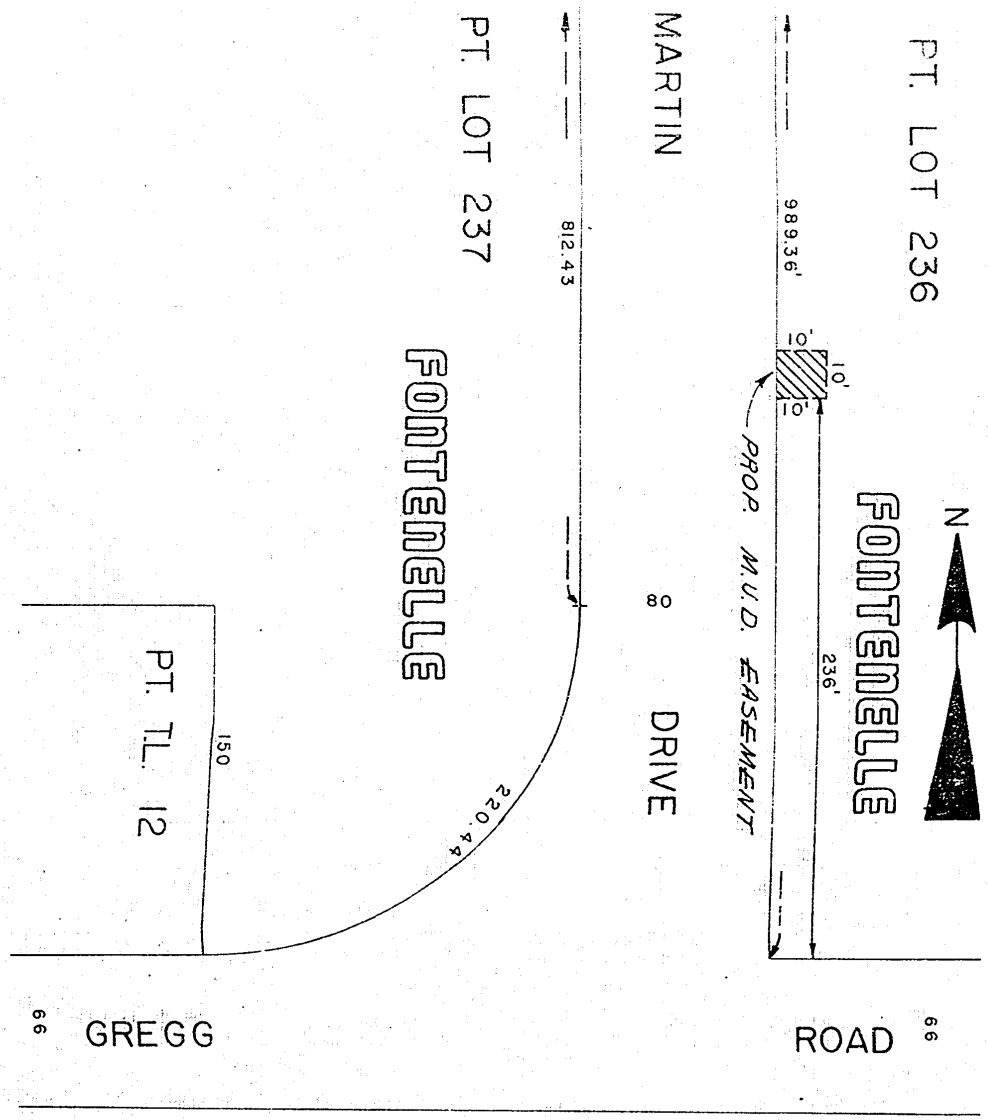
[Signature]
General Partner

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 15th day of March, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally came R. Joe Dennis, to me personally known to be a General Partner of J. K. Co., Ltd., a Nebraska limited partnership, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution of this instrument to be his/her voluntary act and deed as an

Act 01525

25-152



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR WM. 919

LAND OWNER
JK Co, Ltd,
a partnership

TOTAL ACRE .0024

PERMANENT EASEMENT EZZZ

LEGEND

PAGE 1 OF 1

DRAWN BY P.W.L. DATE 6-10-80
 CHECKED BY W.W.P. DATE 6-10-80
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____