



BK 0917 PG 627



MISC 1990 05045

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

T

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 20th day of March, 1990, between LINDEN PARK PARTNERSHIP, a Nebraska General 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 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, 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 Linden Estates, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and described as follows:

The north five feet (5') of Outlot 2, Lots 1, 7, 8, 9, 53, 46, 24, 25, 45, 44, 39 and 38 along Hamilton Street; and

The south five feet (5') of Outlot 1, Lots 57, 56, 54, 66, 67, 73, 74, 78, 79, 80, 81, 82, 119, 120 and 121 along Hamilton Street; and

The north five feet (5') of Lots 4 and 5, and the west five feet (5') of Lot 6 along 143rd Avenue Circle; and

The east five feet (5') of Lot 60, and the south five feet (5') of Lots 61 and 62 along 143rd Avenue Circle; and

The east five feet (5') of Lots 68 and 69, the south five feet (5') of Lot 70, and the west five feet (5') of Lot 71 along 142nd Circle; and

The west five feet (5') of Lot 19, and the south five feet (5') of Lot 20 along Lafayette Circle; and

The west five feet (5') of Lots 33, 34 and 35, and the north five feet (5') of Lots 31 and 32 along 138th Circle; and

The north five feet (5') of Lot 100, the east five feet (5') of Lot 101 and the south five feet (5') of Lot 102 along Decatur Circle; and

A triangular tract with one leg extending from the northeast corner of Lot 106 for a distance of thirteen (13) feet along the north property line of Lot 106 and the other leg extending from the northeast corner of Lot 106 for a distance of thirty-five (35) feet along the east property line of Lot 106.

5045 Miae J.

RECEIVED

MAR 27 10 51 AM '90

GEORGE J. LEWIS
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 917 N _____ C/O _____ FEE 66.⁵⁰
-G 627-634 N _____ DEL: VK MC W
-1- OF Miae COMP _____ FIB MIC-2355

The south five feet (5') of Lot 107, and the west five feet (5') of Lots 108 and 109 along Parker Circle.

Said tracts contain a total of 0.8102 of an acre, more or less, and are shown on the five drawings 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, sidewalks, driveways, lawn irrigation systems, landscaping, retaining and decorative walls, storm sewers, sanitary sewers and improvements by other utilities, the exceptions not being allowed if same shall unreasonably interfere with Grantee's use and enjoyment of the easement rights herein conveyed, and they 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.

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 and on behalf of said Partnership.

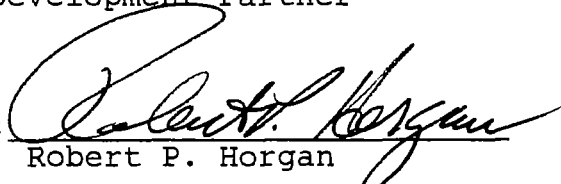
IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

LINDEN PARK PARTNERSHIP,
a Nebraska General Partnership,
Grantor

By: Maenner/Horgan Development Co.,
a Nebraska Corporation,
Development Partner

(Corporate Seal)

ATTEST:


By: 
Robert P. Horgan

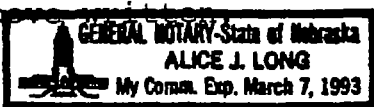
Title: President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 21 day of March, 1990, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Robert P. Horgan, President of Maenner/Horgan Development Co., a Nebraska Corporation and Development Partner of Linden Park Partnership, a Nebraska General Partnership, 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 and of said Partnership.

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



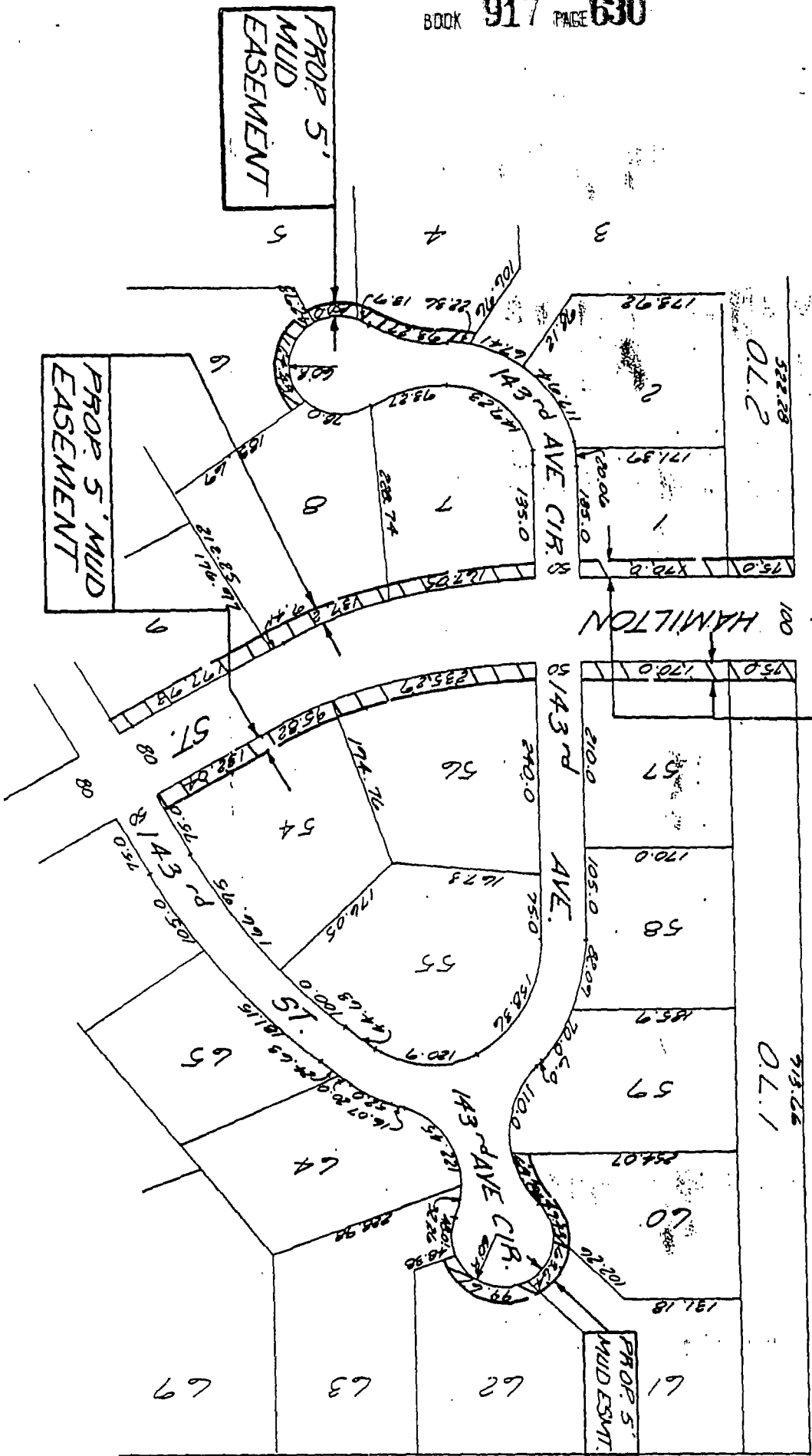
[Handwritten Signature]

Notary Public

My Commission expires: March 7, 1993.

LINDEN ESTATES

PROP 5' MUD EASEMENT.



144th

ST.

01.1

01.2

DRAWN BY S.N. DATE 7-11-89
 CHECKED BY W.W.P. DATE 7-17-89
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 5

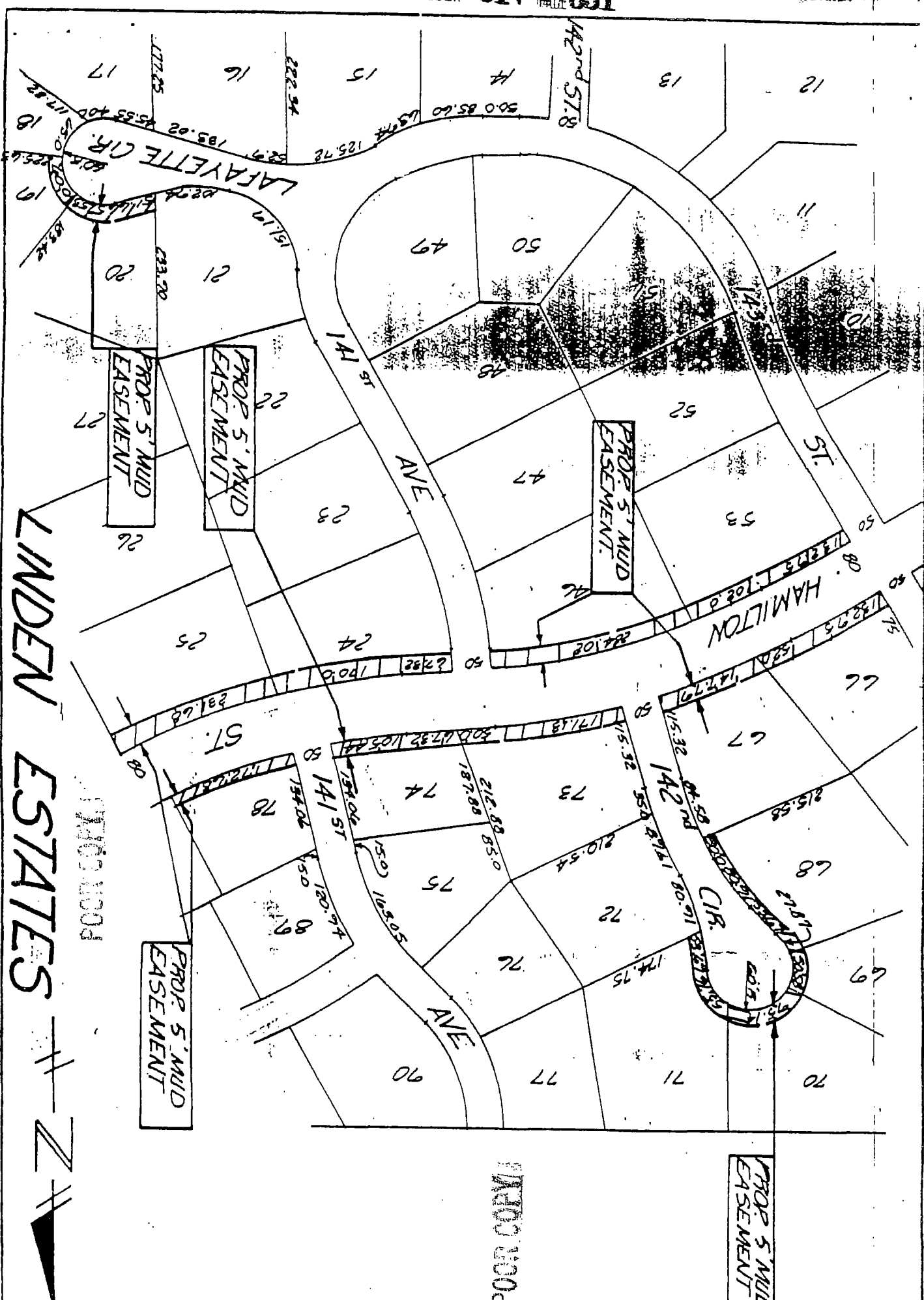
LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

TOTAL ACRES _____
 TOTAL ACRES PERMANENT 0.2328
 TOTAL ACRES TEMPORARY _____

LAND OWNER _____

FOR WCC 7096
GR 9793

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA



LINDEN ESTATES

DRAWN BY S.N. DATE 7-11-89
 CHECKED BY M.W.P. DATE 7-17-89
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 2 OF 5

LEGEND
 PERMANENT EASEMENT

TOTAL ACRES 2.8757
 LAND OWNER _____

EASEMENT ACQUISITION
 FOR M.C.C. 7096
G.M. 9793

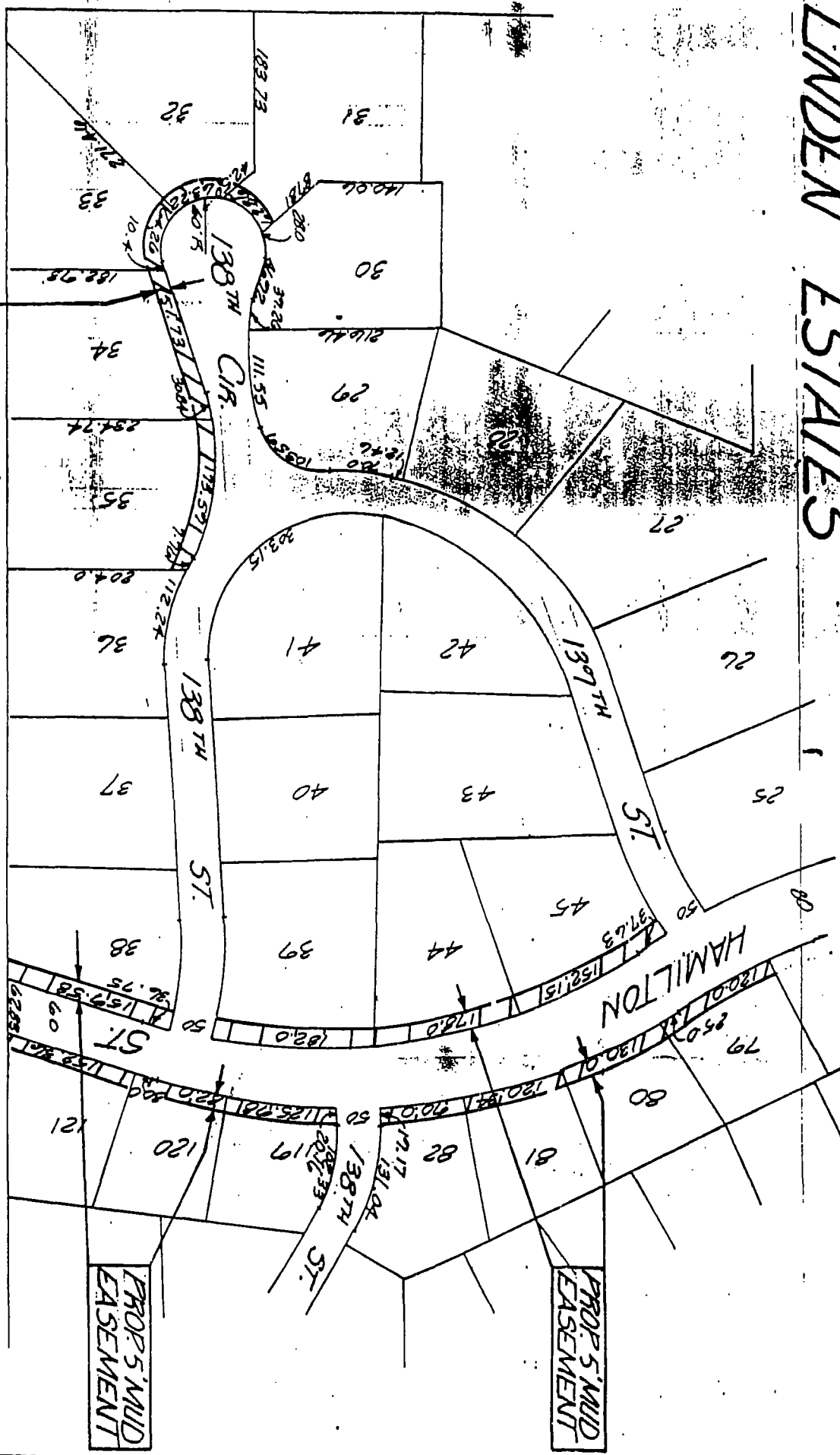
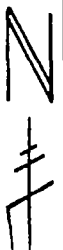
METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA

LINDEN ESTATES

POOR COPY

PROP 5' MUD EASEMENT

POOR COPY



DRAWN BY S.N. DATE 7-11-89
 CHECKED BY W.W.P. DATE 7-17-89
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 3 OF 5

LEGEND
 PERMANENT EASEMENT

TOTAL ACRE 0.2497

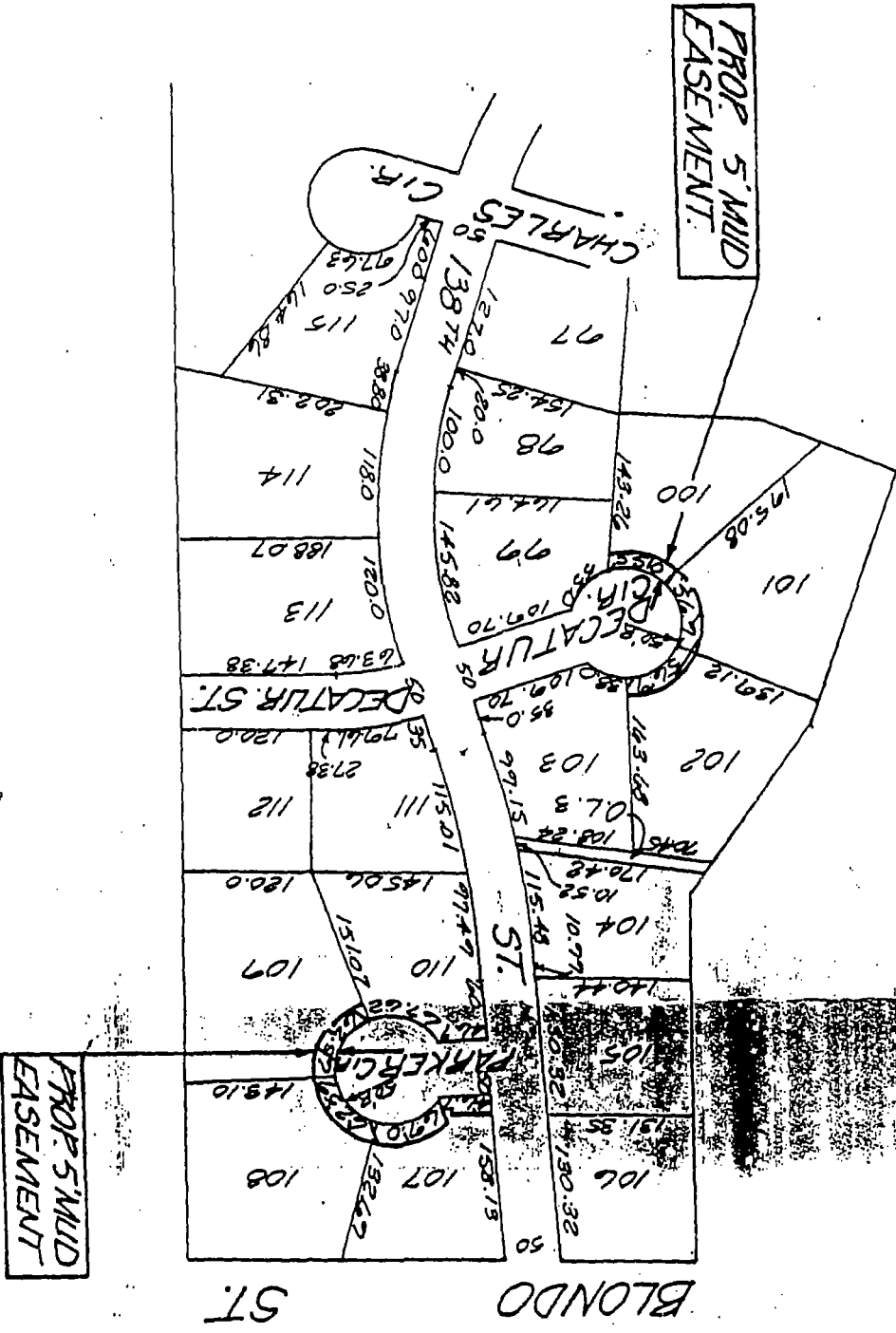
LAND OWNER

FOR W.C. C. 7091
GBM 9795

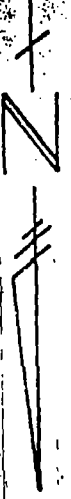
METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA
 EASEMENT ACQUISITION

LINDEN ESTATES

POOR COPY



POOR COPY



DRAWN BY S.A. DATE 7-12-89
 CHECKED BY K.W.P. DATE 7-17-89
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 4 OF 5

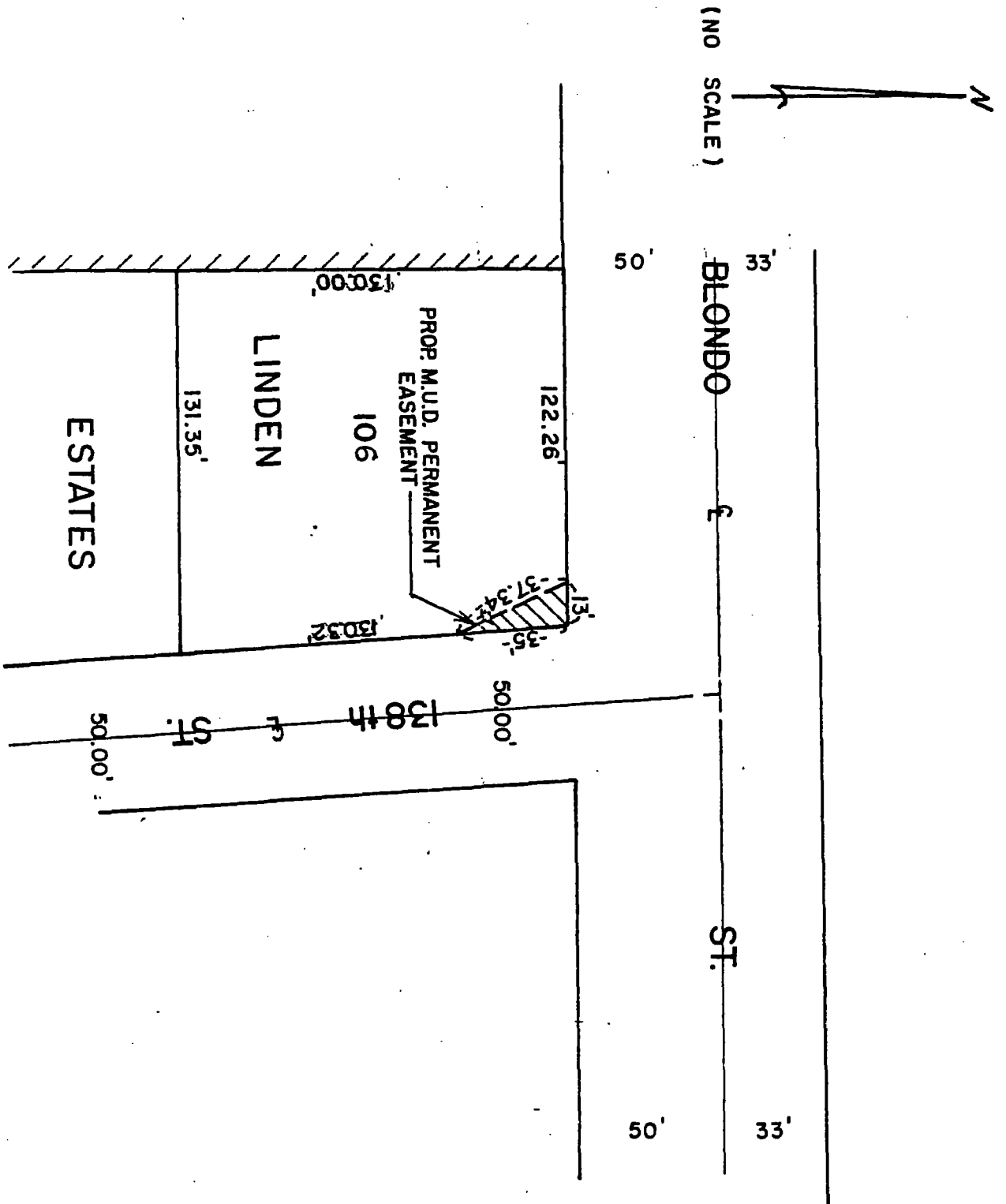
LEGEND
 PERMANENT EASEMENT

TOTAL ACRE 00397⁺

LAND OWNER _____

EASEMENT ACQUISITION
 FOR MCC 20016

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA



DRAWN BY RD DATE 2-2-80
 CHECKED BY W.W.P DATE 2-2-90
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 5 OF 5

PERMANENT EASEMENT

LEGEND

TOTAL ACRE .0057

LAND OWNER _____
 MAENNER / HORGAN
 DEVELOPMENT CO.

EASEMENT
 ACQUISITION
 FOR W.C.C. 7096

OMAHA, NEBRASKA

METROPOLITAN
 UTILITIES
 DISTRICT