

50-249.

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 10TH day of DECEMBER, 1976, between Galaxy Construction Company, a 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 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, pipelines for the transportation of water and gas, 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:

Several strips of land lying in Lots 3, 4, 8, 14, 17, 22, 23 and 24 of The Meadows Replat VII and Lots 2, 3, 4, 9, 10, 13, 14, 15, 20, 21, 22, 33, 34, 35, 42, 43 and 44 of The Meadows Replat VIII, both subdivisions as now platted and recorded in Sarpy County, Nebraska, said strips being more particularly described as follows:

The Easterly Twenty-five (25) feet of Lot Three (3) of said Replat VII;

The Easterly Twenty-five (25) feet of Lot Four (4) of said Replat VII;

The Easterly Twenty-five (25) feet of Lot Eight (8) of said Replat VII;

The Easterly Twenty-five (25) feet of Lot Fourteen (14) of said Replat VII;

The Easterly Twenty-five (25) feet of the Northerly Forty (40) feet of Lot Seventeen (17) of said Replat VII;

The Easterly Twenty-five (25) feet of Lot Twenty-two (22) of said Replat VII;

The Easterly Twenty-five (25) feet of Lot Twenty-three (23) of said Replat VII;

The Northerly Forty-five (45) feet of the Easterly Twenty-five (25) feet of Lot Twenty-four (24) of said Replat VII;

The Southeasterly Twenty-five (25) feet of Lot Two (2) of said Replat VIII;

The Southeasterly Twenty-five (25) feet of Lot Three (3) of said Replat VIII;

The Southeasterly Twenty-five (25) feet of the Southwesterly Five (5) feet of Lot Four (4) of said Replat VIII;

The Easterly Five (5) feet of Lot Nine (9) of said Replat VIII;

The Westerly Five (5) feet of Lot Ten (10) of said Replat VIII;

The Easterly Twenty-five (25) feet of Lot Thirteen (13) of said Replat VIII;

The Easterly Twenty-five (25) feet of Lot Fourteen (14) of said Replat VIII;

The Easterly Twenty-five (25) feet of the Southerly Five (5) feet of Lot Fifteen (15) of said Replat VIII;

The Northeasterly Twenty-five (25) feet of Lot Twenty (20) of said Replat VIII;

The Northeasterly Twenty-five (25) feet of Lot Twenty-one (21) of said Replat VIII;

lec 64843

FILED FOR RECORD 4-5-77 AT 2:45 P.M. IN BOOK 50 OF *Map & Rec.* 25
PAGE 27
Carl & Hilbert
REGISTER OF DEEDS, SARPY COUNTY, NEB.

The Northeasterly Twenty-five (25) feet of the Southeasterly Five (5) feet of Lot Twenty-two (22) of said Replat VIII;

The Northeasterly Twenty-five (25) feet of Lot Thirty-three (33) of said Replat VIII;

The Northeasterly Twenty-five (25) feet of Lot Thirty-four (34) of said Replat VIII;

The Northeasterly Twenty-five (25) feet of the Northwestern Five (5) feet of Lot Thirty-five (35) of said Replat VIII;

The Westerly Twenty-five (25) feet of Lot Forty-two (42) of said Replat VIII;

The Westerly Twenty-five (25) feet of Lot Forty-three (43) of said Replat VIII:

The Westerly Twenty-five (25) feet of Lot Forty-four (44) of said Replat VIII;

These strips contain a total of Eighty-seven Hundredths (0.87) acre, more or less, all as shown on the plat attached hereto and made a part hereof.

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. Grantor, its successors or assigns agree that they will at no time erect, construct, or place on or below the surface of said strips of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

2. 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 Grantor, or duties and powers of 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 to be signed on the day and year first above written.

ATTEST:

GALAXY CONSTRUCTION COMPANY, Grantor

David J. Rak
Title Secretary
(SEAL)

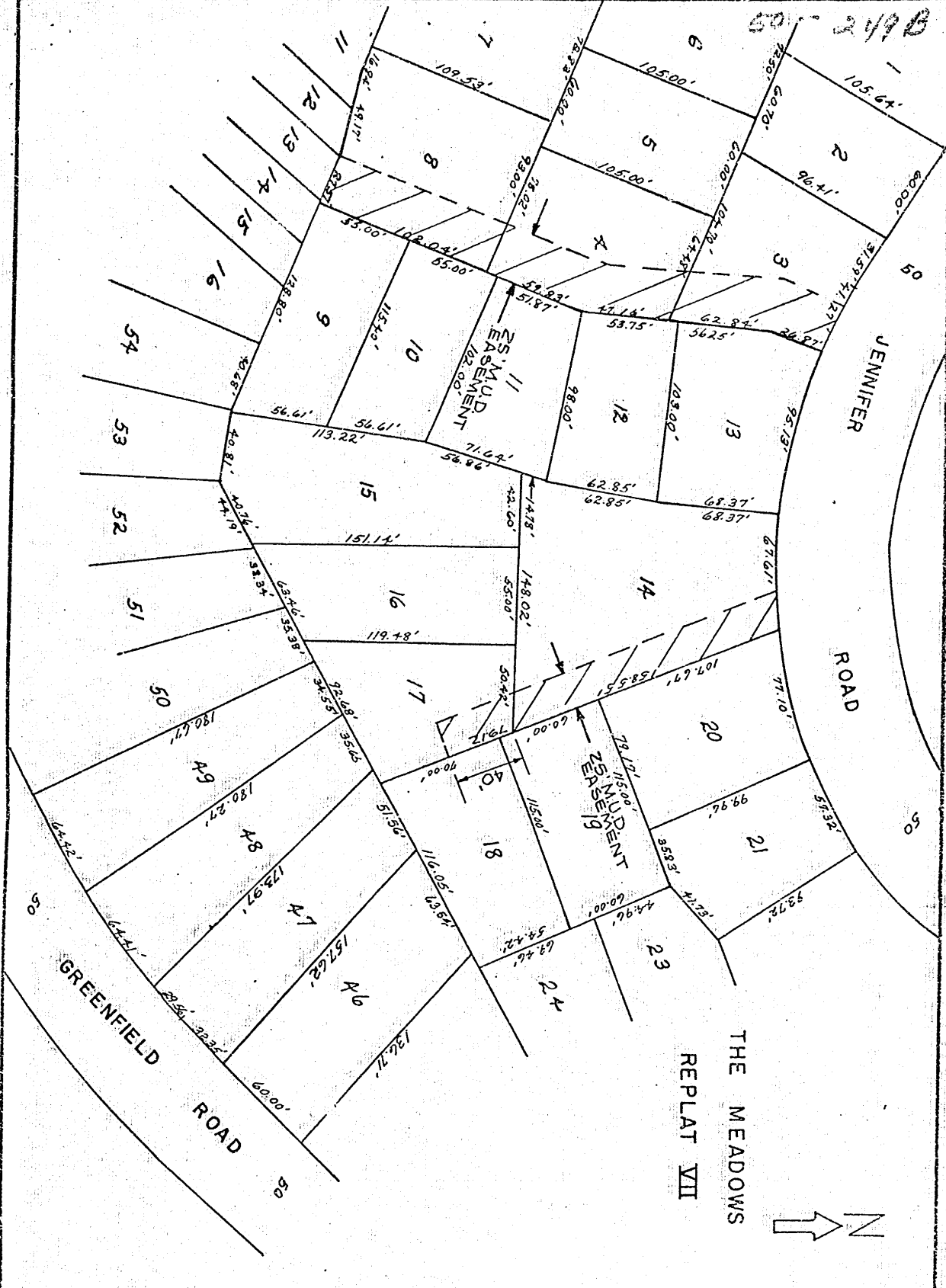
By Eldred J. Fowler
Title Pres.

STATE OF NEBRASKA) ss
COUNTY OF DOUGLAS)

On this 10 day of December, 1976, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Floyd J. Howerton, to me personally known to be the President of Galaxy Construction Company, a corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

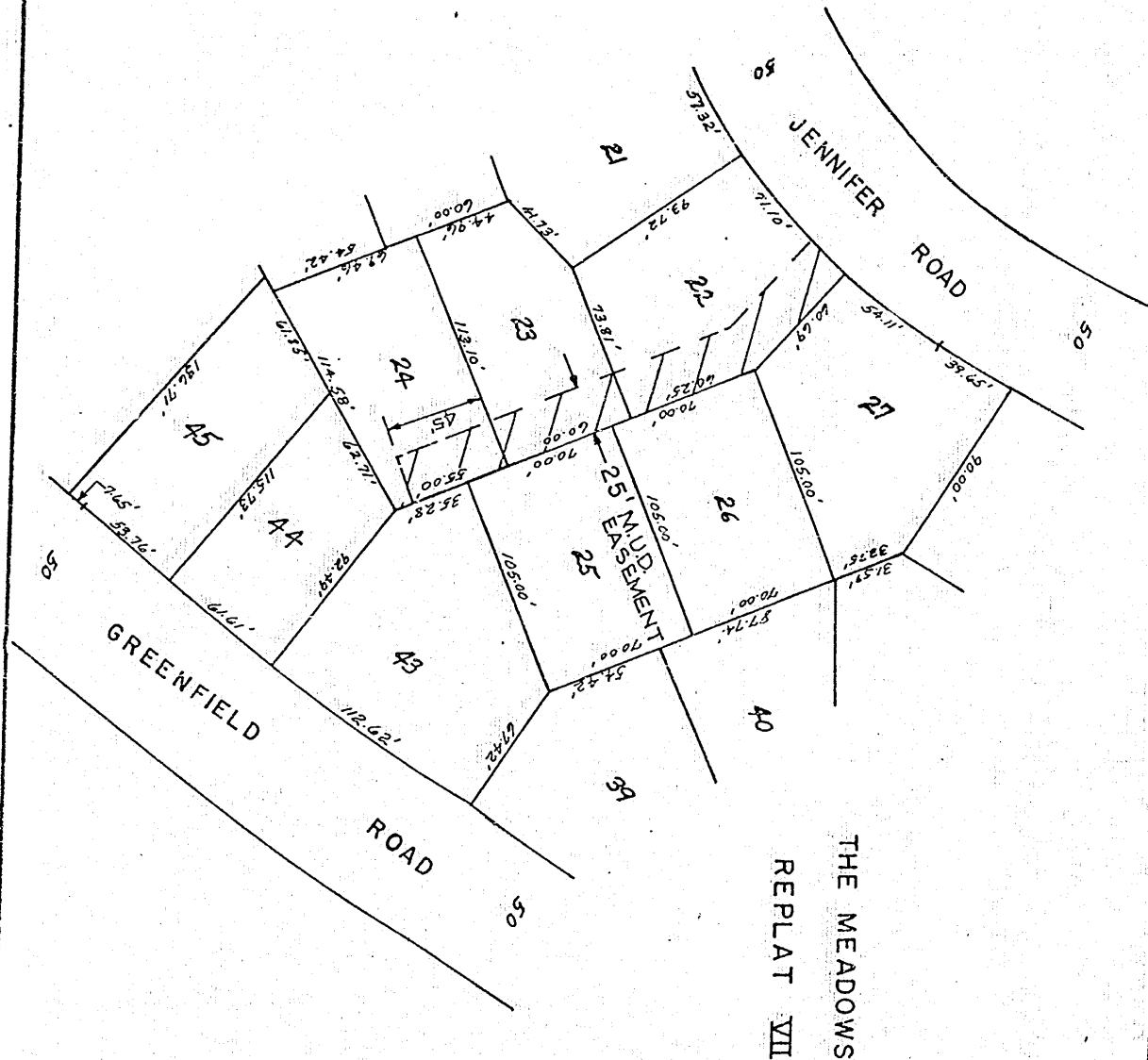
Witness my hand and Notarial Seal the day and year last above written.

Katherine A. Bakoy
Notary Public




DRAWN BY <u>LAURIE</u> DATE <u>11-12-76</u>		METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
CHECKED BY <u>AE</u> DATE <u>11-12-76</u>		
APPROVED BY <u>TPS</u> DATE <u>11-15-76</u>		
REVISED BY _____ DATE _____		
REV. CHK'D BY _____ DATE _____		
REV. APPROV. BY _____ DATE _____		EASEMENT ACQUISITION FOR W.C.C. 5300
LAND OWNER _____		
GALAXY CONSTRUCTION COMPANY		
TOTAL ACRE <u>0.87</u>		
PERMANENT EASEMENT <u>ZZZ</u>		
LEGEND		
PAGE 1 OF 5		

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DRAWN BY K. LAWTON DATE 11-12-76
 CHECKED BY A.E. DATE 11-12-76
 APPROVED BY TPS DATE 11-15-76
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 2 OF 5

PERMANENT EASEMENT 

LEGEND

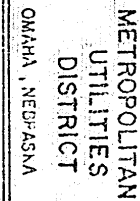
TOTAL ACRE 0.87

LAND OWNER _____
 GALAXY
 CONSTRUCTION
 COMPANY

EASEMENT
 ACQUISITION
 FOR W.C.C. 5300

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA

MEADOWS PARKWAY



EASEMENT
ACQUISITION
FOR W.C.C. 5300

LAND OWNER _____
GALAXY _____
CONSTRUCTION _____
COMPANY _____

TOTAL ACRE 0.87

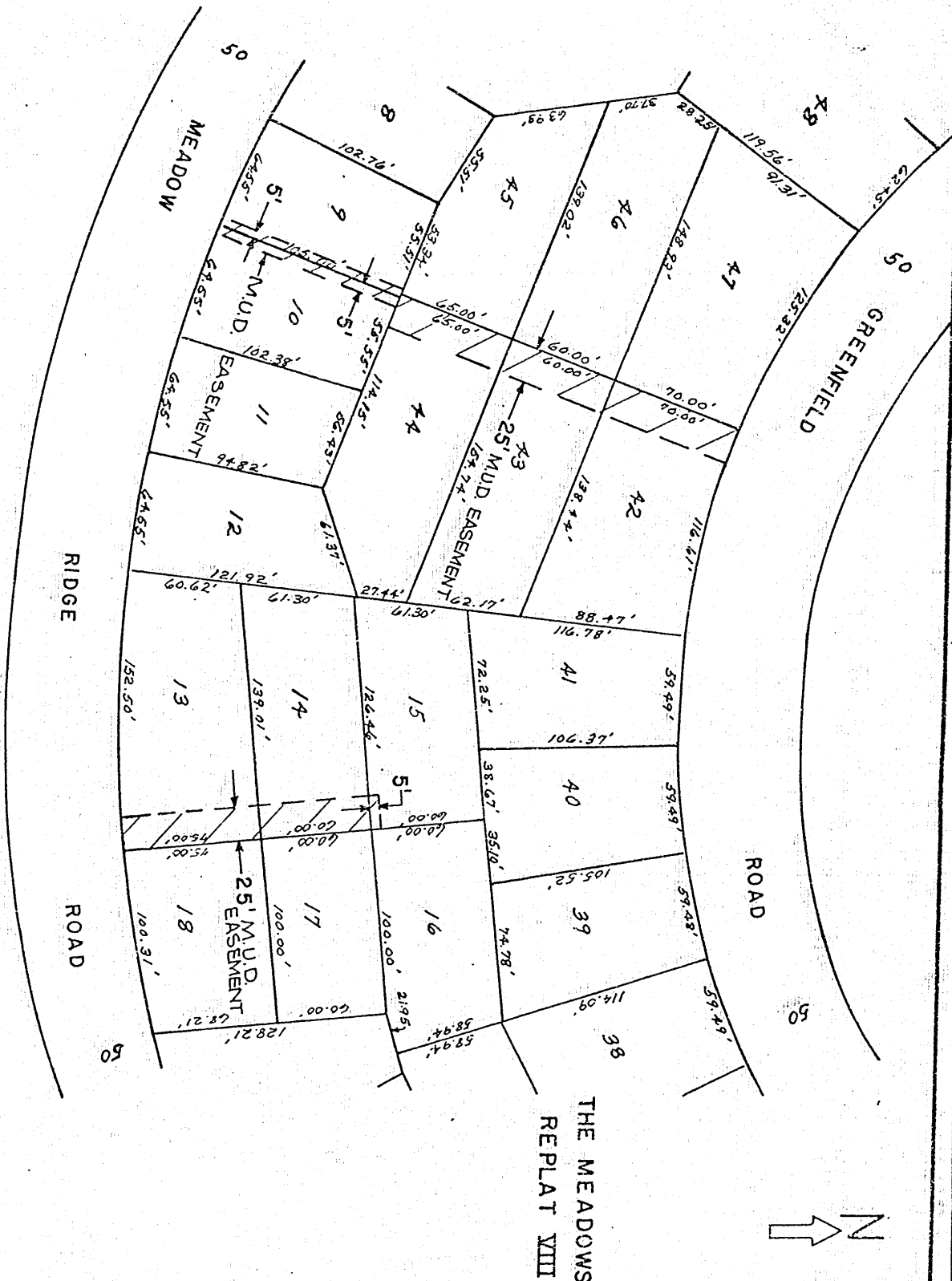
LEGEND

PERMANENT EASEMENT 

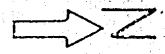
PAGE 3 OF 5

DRAWN BY A. LEWIS DATE 11-12-76
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APPROVED BY TPS DATE 11-15-76
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

50-249E



THE MEADOWS
REPLAT XIII



DRAWN BY K. L. LUTON DATE 11-12-76
 CHECKED BY AE DATE 11-12-76
 APPROVED BY TPS DATE 11-15-76
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 4 OF 5

PERMANENT EASEMENT ZZZ

LEGEND

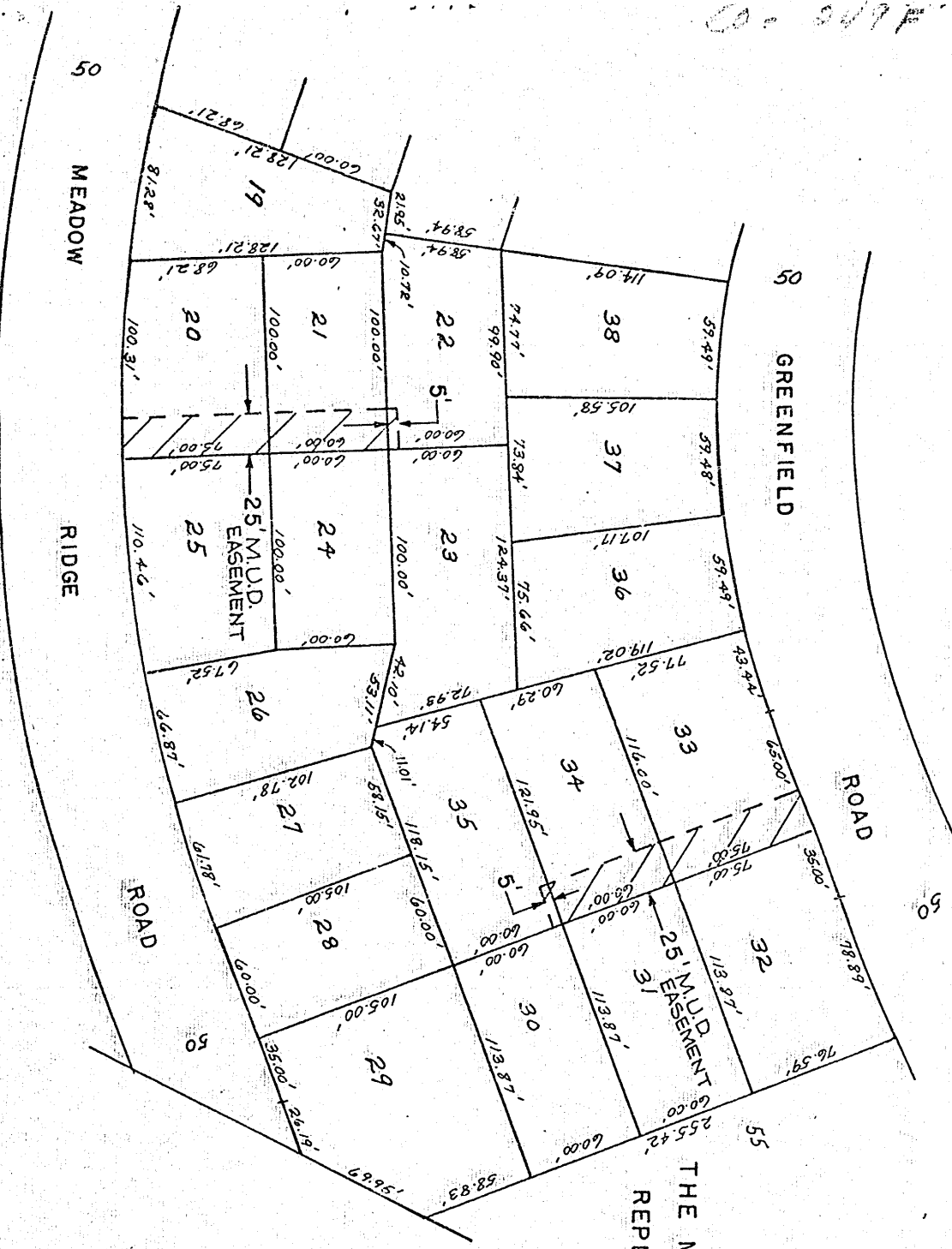
TOTAL ACRE 0.87

LAND OWNER _____
 GALAXY
 CONSTRUCTION
 COMPANY

EASEMENT
 ACQUISITION
 FOR W.C.C. 5300

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA

Co. 247



THE MEADOWS
REPLAT VIII

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION
FOR W.C.C. 5300

LAND OWNER
GALAXY
CONSTRUCTION
COMPANY

TOTAL ACRE 0.87

LEGEND
PERMANENT EASEMENT ☒

PAGE 5 OF 5

DRAWN BY K. LAWTON DATE 11-12-76
 CHECKED BY A.E. DATE 11-12-76
 APPROVED BY TPS DATE 11-15-76
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____