



BK 0947 PG 433



MISC 1990 23105

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 7th day of November, 1990, between MILLARD OAKS LIMITED PARTNERSHIP, 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 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 valve covers and hydrants, 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 Millard Oaks, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The east five feet (5') of both Lots 161 and 145.

The west five feet (5') of both Lots 162 and 173.

The north five feet (5') of each of Lots 245, 235, 234, 215, 214, 213, 212, 211, 210 and 108.

The south five feet (5') of each of Lots 1, 26, 27, 52, 53, 80, 81 and 107.

Said tracts contain a total of 0.2 of an acre, more or less, and are 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 they will not give anyone else permission to do so.

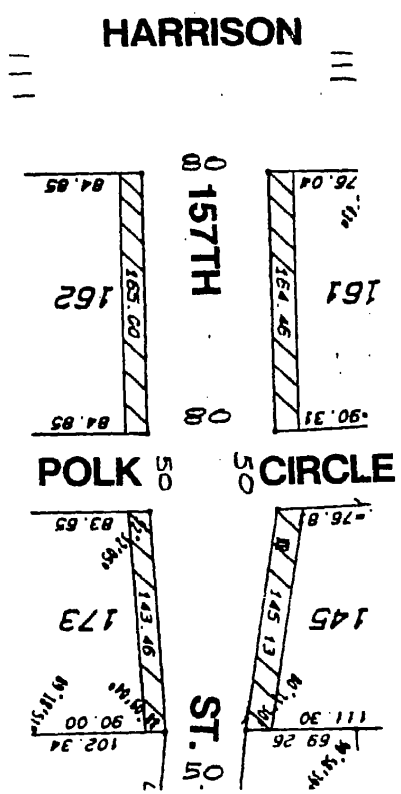
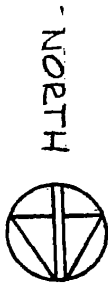
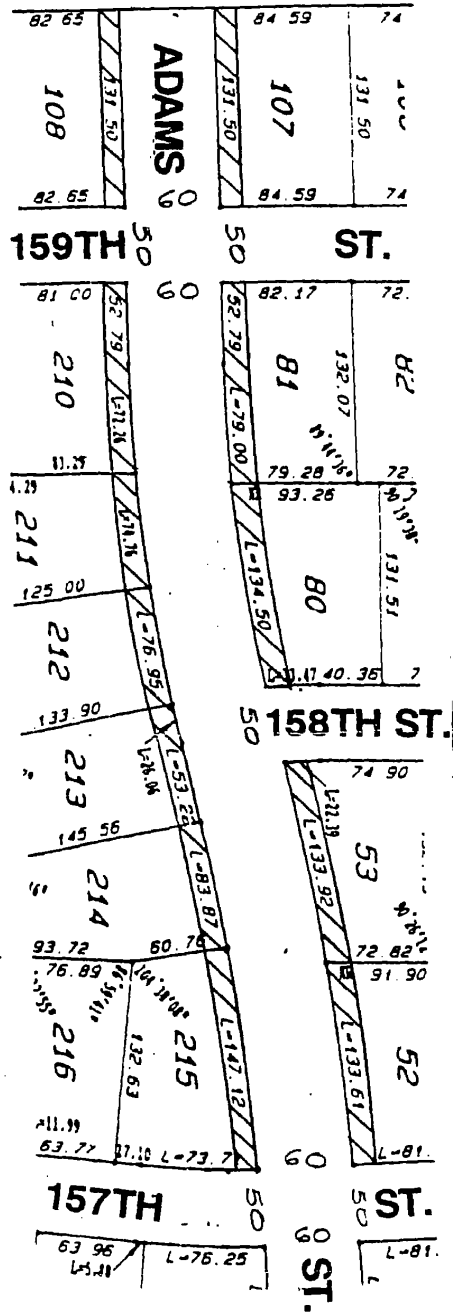
2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

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

23/05
RECEIVED
DEC 13 12 55 PM '90
REC'D BY C. LEWIS
CLERK OF DEEDS
DOUGLAS COUNTY, NE

BK 947 N _____ C/O _____ FEE 2600
PG 433-435 N _____ DEL LN MC Wc
OF MISC COMP MN F/S 111-25550



NOTE:
ALL PROP. M.U.D. ESMT.
SHOWN WILL BE 5' WIDE.

DRAWN BY R.L.W. DATE 8-1-90
 CHECKED BY W.W.P. DATE 8-10-90
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE | OF |

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

TOTAL ACRE 0.32±
 PERMANENT _____
 TEMPORARY _____

LAND OWNER
MILLARD OAKS
LIMITED
PARTNERSHIP

EASEMENT
 ACQUISITION
 FOR W.C. 72.60

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA