

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2002-43541  
2002 OCT 30 A 11:51 AM  
*Glenn J. Harding*  
REGISTER OF DEEDS

County       
Verify       
D.E.       
Proof       
Fee \$ 45.00  
Ck  Cash   
13694

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 21<sup>st</sup> day of October, 2002, between DODGE LAND CO., a Nebraska Corporation, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Political Subdivision, ("Grantee"),

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 non-exclusive permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

NON-EXCLUSIVE PERMANENT EASEMENT

A tract of land in Millard Park South, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and being described as follows:

The easterly ten feet (10') of the westerly thirty feet (30') of Lots 310 through 329, Lots 124 through 131 and Lot 8;

-AND-

The southerly ten feet (10') of Lots 255 through 272 and Lots 307 through 310.

This permanent easement contains 0.8179 of an acre, more or less, and is 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.
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: *Susan Prazan* 43541  
*1088* *M.U.D.*  
*1723 Harney Street*  
*Omaha, NE 68102*





**METROPOLITAN UTILITIES DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT ACQUISITION**  
FOR **GRM 12005-3**

LAND OWNER  
*Dodge Land Co.*  
*80 W.L. Morrison, JR.*  
*N.P. Dodge Realty*  
*8701 W. Dodge Road*

TOTAL ACRE \_\_\_\_\_  
PERMANENT \_\_\_\_\_ See Page 1  
TOTAL ACRE \_\_\_\_\_  
TEMPORARY \_\_\_\_\_ N/A ±

LEGEND  
PERMANENT EASEMENT [Hatched Box]  
TEMPORARY EASEMENT [Dotted Box]

PAGE 2 OF 2

DRAWN BY \_\_\_\_\_ TAA  
DATE 9-26-02  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REVISED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. CHK'D. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_

