

BK 0864 PG 502



MISC 1988 16829

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 7th day of September, 1988, between JACOBS 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 eight (8) valve boxes, one (1) valve cover and two (2) 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 Nelson's Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and being described as follows:

The south five feet of Lots 199 through 216. The north five feet of Lots 217 through 229, and Lots 315 through 318. The east five feet of Lots 229 through 232 and of Lots 199 and 272. The west five feet of Lot 198. The west five feet of Lot 191 as the same abuts 145th Avenue.

Said tracts contain 0.454 of an acre, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

1988 OCT 11 AM 10:58  
REGISTERED  
RECORDS & DEEDS  
DODGE COUNTY

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.

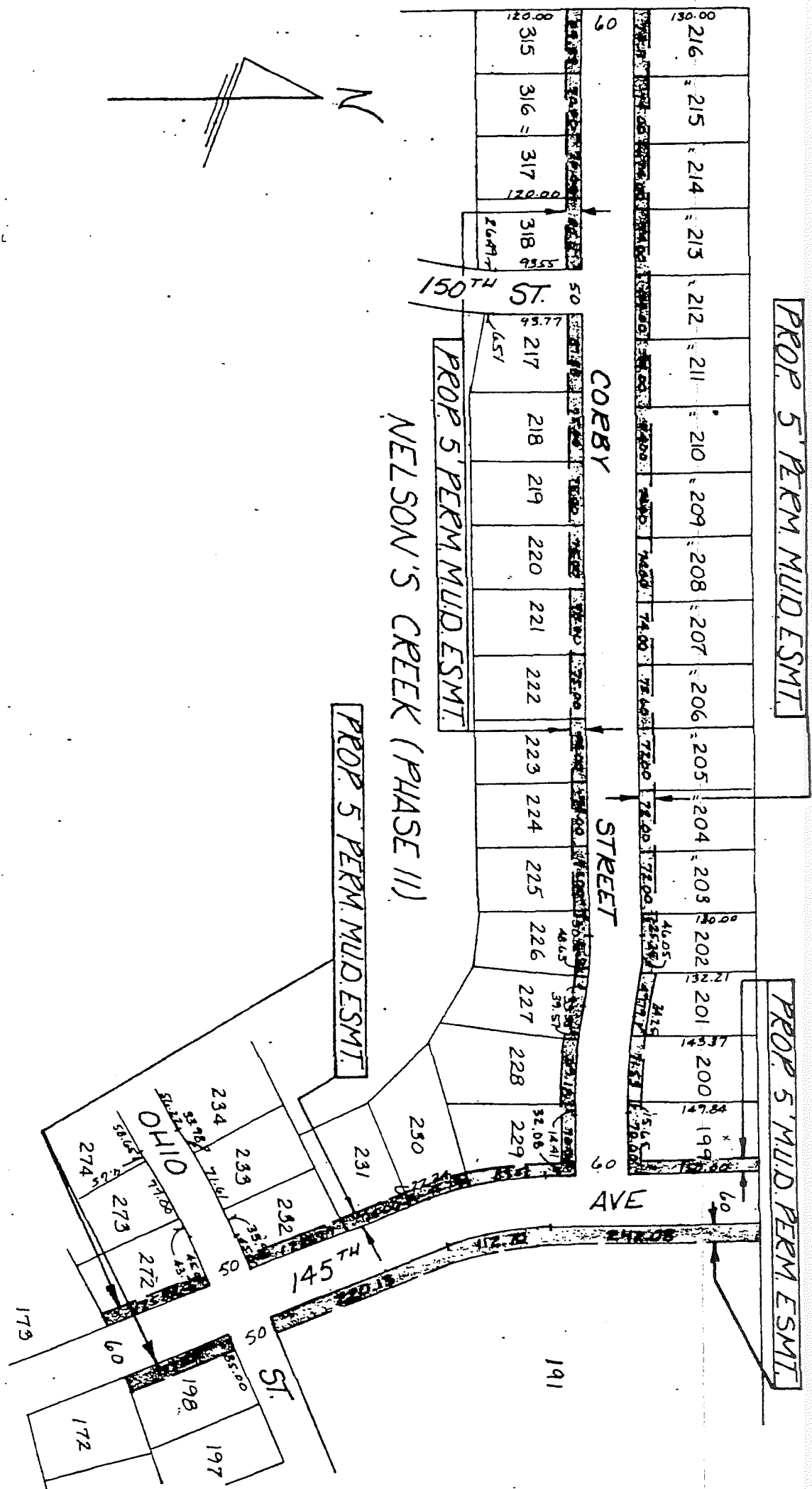
3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

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 and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all

16829 [unclear]

864 92/41-431-162  
502-504 92/41/b  
SEE 35.50  
MC 121C  
M<sup>1</sup>-272 20





METROPOLITAN UTILITIES DISTRICT  
OMAHA, NEBRASKA

EASEMENT ACQUISITION  
FOR W.C. 6952 GRM 9627

LAND OWNER JACOB'S LIMITED PARTNERSHIP  
212 SO. 108TH SUIITE  
ST. OMAHA, NE

TOTAL ACRE 0.455 +

PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY S.A. DATE 7-28-88  
 CHECKED BY M.W.P. DATE 7-29-88  
 APPROVED BY QAM DATE 7-29-88  
 REVISED BY MM DATE 9-2-88  
 REV. CHK'D BY QAM DATE 9-2-88  
 REV APPROV. BY QAM DATE 9-2-88