

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 25th day of November, 1987, between DONALD E. SCHAEFER and DIANE L. SCHAEFER, and LEASING CORPORATION OF AMERICA, INC., a Nebraska Corporation, hereinafter referred to as "Grantors", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do 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 two (2) fire hydrants and two (2) water valve boxes and ten (10) gas valve boxes, 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 Schaefer Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and more particularly described as follows:

- 1 Lot 16 - The westerly five feet of the entire lot and, in addition, the easterly 2.5 feet of the westerly 7.5 feet of both the northerly 25 feet and the southerly 25 feet of the same lot.
- 2 Lot 15 - The easterly five feet of the entire lot, and in addition, the westerly 2.5 feet of the easterly 7.5 feet of both the northerly 25 feet and the southerly 25 feet of the same lot.
- 3 Lot 5 - The southerly five feet of the lot and, in addition, the entirety of the strip of land west of the following described line: commencing at a point 7.50 feet east of the west property line of Lot 5 and five feet north of the south property line of Lot 5 and terminating at a point on the north property line of Lot 5 which is 14.91 feet east of the west property line of Lot 5.
- 4 Lot 6 - Both the easterly 7.5 feet of the northerly 184.00 feet and the southerly five feet, all of Lot 6.
- 5 Lots 1 through 4 and 7 through 10 - The five foot strip of land of each of said lots as same abut 84th Street Circle.

Said tracts contain 0.22 of an acre, more or less, and are shown on the attached plat which is made a part hereof by this reference.

TEMPORARY CONSTRUCTION EASEMENT

Several tracts in Schaefer Addition, a subdivision, as surveyed, platted and

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GEORGE J. MOORE / REGISTERED PLAT / DISTRICT OF NEBR.

recorded in Douglas County, Nebraska, and more particularly described as follows:

Lot 5 - The westerly 25 feet except that portion taken as permanent easement hereinabove.

Lot 6 - The easterly 17.5 feet except that portion taken as permanent easement hereinabove.

Lot 15 - The easterly 17.5 feet except that portion taken as permanent easement hereinabove.

Lot 16 - The westerly 17.5 feet except that portion taken as permanent easement hereinabove and except that portion on which an existing structure lies.

Said tracts contain 0.09 of an acre, more or less, and are shown on the attached plat which is made a part hereof by previous 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 Grantors agree that neither they nor their successors or assigns will at any time erect, construct or place on or below the surface of said permanent easement tract any building or structure, except pavement, and they will not give anyone else permission to do so. The Temporary Construction Easement shall be in effect for a period of twelve (12) months from the date of execution of this instrument.

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 Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

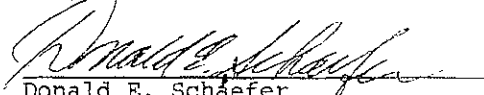
4. It is further agreed the Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

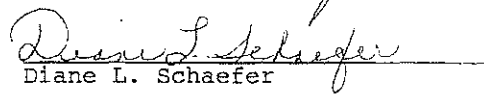
5. The person executing this instrument on behalf of the Corporation represents he has the requisite authority to execute same and make this conveyance on behalf of the Corporation.

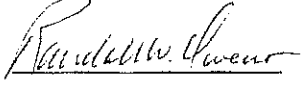
IN WITNESS WHEREOF, the Grantors have caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

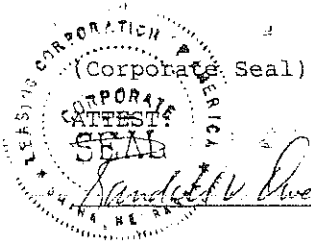
DONALD E. SCHAEFER and DIANE L. SCHAEFER, and LEASING CORPORATION OF AMERICA, INC., a Nebraska Corporation, Grantors

ATTEST:


 Donald E. Schaefer


 Diane L. Schaefer


 Randall W. Owens



LEASING CORPORATION OF AMERICA, INC., a Nebraska Corporation

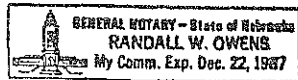
BY: 
 Donald E. Schaefer, President

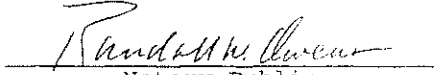
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

On this 25th day of NOVEMBER, 1987, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Donald E. Schaefer and Diane L. Schaefer, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and they acknowledged the execution of this instrument to be their voluntary act and deed as individuals.

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




 Notary Public

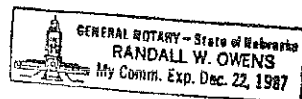
My Commission expires: Dec 22, 1987.

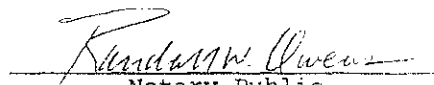
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

On this 25th day of NOVEMBER, 1987, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Donald E. Schaefer, to me personally known to be the President of Leasing Corporation of America, Inc., a Nebraska Corporation and 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 as said Corporation.

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




 Notary Public

My Commission expires: Dec 22, 1987.

METROPOLITAN
UTILITIES
DISTRICT

OMAHA, NEBRASKA

EASEMENT
ACQUISITION
FOR WC. 6847,
W.C. 6828
G.M. 9438

LAND OWNER
DONALD SCAEFER

TOTAL ACRE
TEMPORARY 0.09
TOTAL ACRE
PERMANENT 0.22

LEGEND
PERMANENT EASEMENT
TEMPORARY EASE.

PAGE 1 OF 1

DRAWN BY W.S. DATE 11-19-87
CHECKED BY M.W.R. DATE 11-20-87
APPROVED BY E.S. DATE 11-22-87
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

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FILE NO. 417073

