

47-582

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 12th day of September, 1974, between West Bellevue Co., a Nebraska 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 transmission of gas and water, and all appurtenances thereto, including 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 11, 12, 13, 25, 26, 50, 51, 94, 95, 96, 97, 124, 125, 137 and 139 of The Town, a subdivision in Sarpy County, Nebraska, said strips being more particularly described as follows:

The South Five (5) feet of Lot Eleven (11) lying along the North right-of-way line of Circletown Place;

The South Five (5) feet of Lot Twelve (12) lying along the North right-of-way line of Circletown Place;

The South Five (5) feet of Lot Thirteen (13) lying along the North right-of-way line of Circletown Place;

The South Five (5) feet of Lot Twenty-five (25) lying along the North right-of-way line of Hogantown Drive;

The South Five (5) feet of Lot Twenty-six (26) lying along the North right-of-way line of Hogantown Drive;

A strip of land lying in Lot Fifty (50), being Five (5) feet wide, lying along the Northwestern property line of said Lot 50; said strip being the Northeastly Sixty-five (65) feet of the Northwestern Five (5) feet of said Lot 50;

A strip of land lying in Lot Fifty-one (51), being Ten (10) feet wide, lying along the Southeastly property line of said Lot 51, said strip being the Southeastly Ten (10) feet of said Lot 51;

A strip of land lying in Lot Ninety-four (94), being Ten (10) feet wide, lying along the Southwestern property line of said Lot 94, said strip being the Southwestern Ten (10) feet of said Lot 94;

A strip of land lying in Lot Ninety-five (95), being Five (5) feet wide, lying along the Northeastly property line of said Lot 95, said strip being the Northeastly Five (5) feet of said Lot 95;

A strip of land lying in Lot Ninety-six (96), being Seven (7) feet wide, lying along the Southwestern property line of said Lot 96, said strip being the Southwestern Seven (7) feet of said Lot 96;

A strip of land lying in Lot 97, being Seven (7) feet wide, lying along the Northeastly property line of said Lot 97, said strip being the Northeastly Seven (7) feet of said Lot 97;

A strip of land lying in Lot One Hundred Twenty-four (124), being Five (5) feet wide, lying along the North property line of said Lot 124, said strip being the North Five (5) feet of said Lot 124;

A strip of land lying in Lot One Hundred Twenty-five (125), being Ten (10) feet wide, lying along the South property line of said Lot 125, said strip being the South Ten (10) feet of said Lot 125;

A tract of land lying in Lot One Hundred Thirty-seven (137), beginning at the Northwest corner of Lot One Hundred Twenty-four (124); thence Northwesternly along a straight line a distance of One Hundred Six (106) feet, more or less, to a point on the Southeastly property

line of Lot Ninety-seven (97); thence Northwesterly along said Southeasterly property line a distance of Seven (7) feet; thence Southeasterly along the Southwesterly property line of Lot Ninety-six (96) a distance of Forty (40) feet to the Southeast corner of said Lot Ninety-six (96); thence Southeasterly along a straight line a distance of Ninety-three (93) feet, more or less, to a point on the West property line of Lot One Hundred Twenty-five (125); thence South along said West property line a distance of Ten (10) feet; thence West along the North property line of Lot One Hundred Twenty-four a distance of Forty-five (45) feet to the point of beginning;

A strip of land lying in Lot One Hundred Thirty-nine (139), being Twenty (20) feet wide; said strip lying along and parallel to the Southwesterly property line of Lot Fifty-one (51) and extending Westerly from the Northwesterly property line of Lot Fifty (50) to the East right-of-way of 25th Street;

These strips containing a total of Twenty-one One-hundredths (0.21) 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 tracts 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.

WEST BELLEVUE CO., Grantor

ATTEST:

Michael J. Hogan
Title Secretary

By Michael J. Hogan
Title Pres



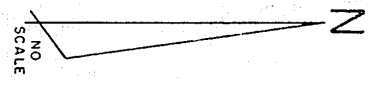
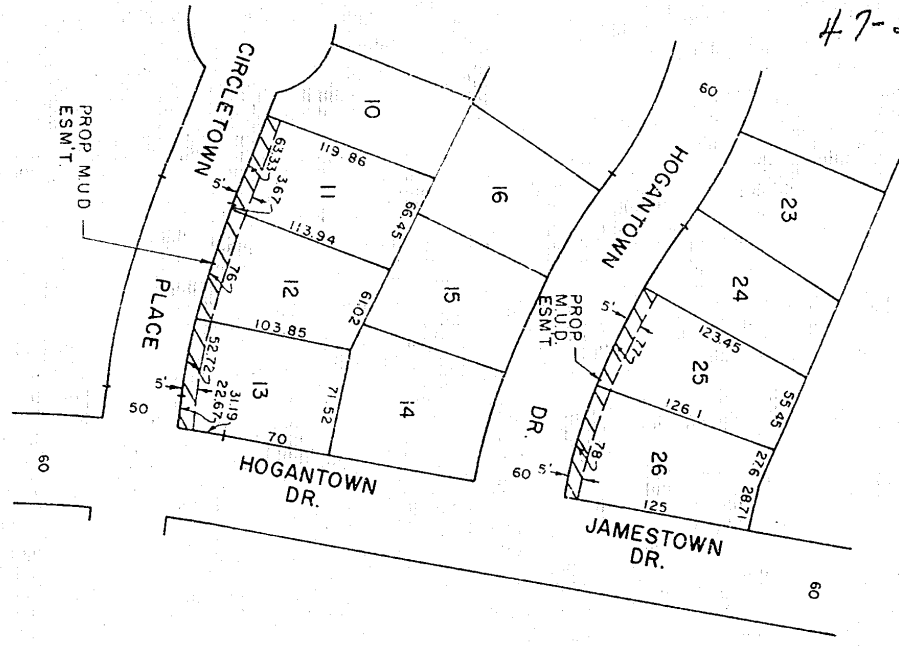
On this 12 day of September, 1974, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Michael J. Hogan, to me personally known to be the President of West Bellevue Co., a Nebraska corporation, whose name is affixed to the foregoing instrument 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.

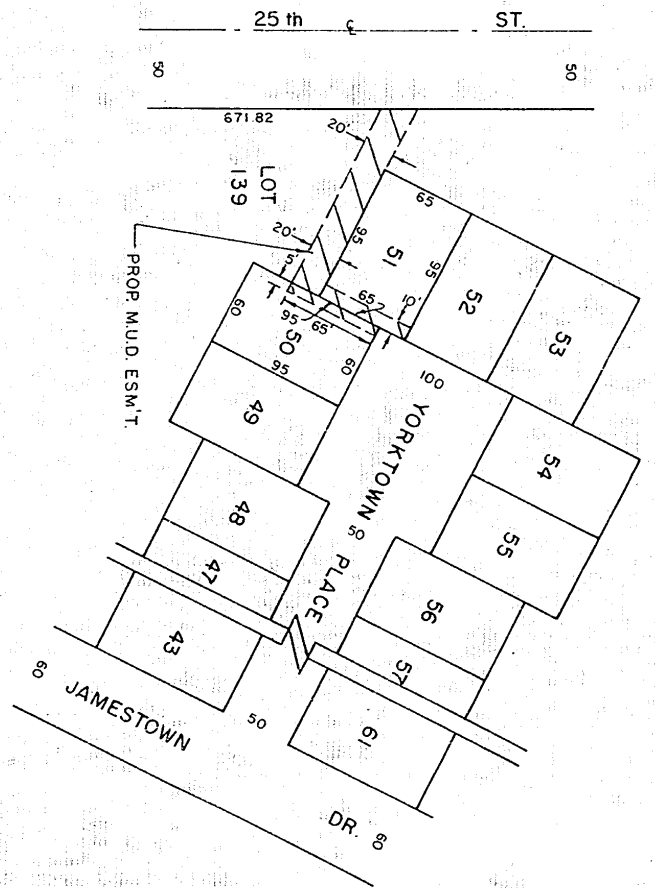
MICHAEL M. GRECO
GENERAL NOTARY - State of Nebr.
My Commission Expires
Aug. 6, 1975

Michael M. Greco
Notary Public

47-582 B

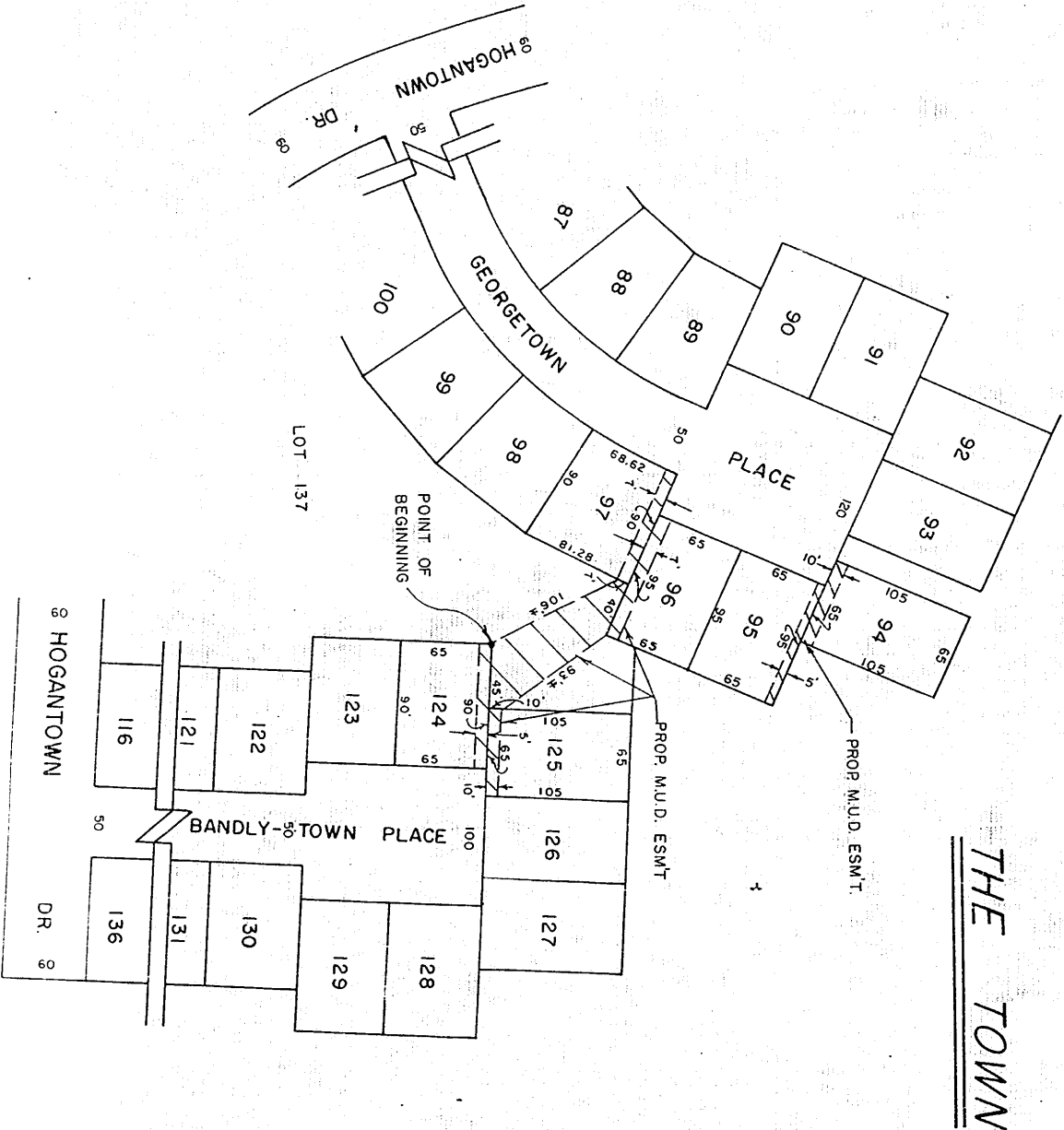


THE TOWN



DRAWN BY <u>LL</u> DATE <u>7-27-74</u> CHECKED BY <u>LL</u> DATE <u>7-27-74</u> APPROVED BY <u>TPS</u> DATE <u>7-31-74</u> SURVEYED BY <u>RD</u> DATE <u>8-5-74</u> FIELD NOTES BY <u>LL</u> DATE <u>8-5-74</u> PLAN APPROVED BY <u>TPS</u> DATE <u>8-6-74</u>	PAGE 1 OF 2	LEGEND PERMANENT EASEMENT	TOTAL ACRE PERMANENT <u>0.21</u>	LAND OWNER: WEST BELLEVUE CO. MICHAEL J. HOGAN, PRESIDENT	EASEMENT ACQUISITION FOR WCC 4950	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
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47-582 C



THE TOWN

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NO SCALE

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION
FOR WCC 4950

LAND OWNER: WEST
BELLEVUE CO. MICHAEL
J. HOGAN, PRESIDENT

TOTAL ACRE
PERMANENT 0.21

LEGEND
PERMANENT EASEMENT

PAGE 2 OF 2

PLAN BY	WJ	DATE	7-27-74
REVISION BY	WJ	DATE	7-27-74
APPROVED BY	TPS	DATE	7-31-74
DESIGNED BY	R.D.	DATE	8-6-74
CHECKED BY	WJ	DATE	8-5-74
APPROVED BY	TPS	DATE	8-6-74