

BK 1392 PG 368-370

MISC 2001 11531

2001 AUG -1 AM 9:49

WMAK
3
10

FEE 4500 FB 111-40592
BKP _____ C/O _____ COMP ✓
DEL _____ SCAN K5 EV _____

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 26 day of JULY, 2001, between PACESETTER HOMES, Inc., a Nebraska Corporation ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("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, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and gas and all appurtenances thereto, including but not limited to fire hydrants and small and large valve boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Numerous tracts of land in Walnut Lake Replat 1, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, described as follows:

The entirety of Outlot C;

-and-

The 8.5 foot frontage of each lots 1 thru 57, Outlot A and Outlot B, inclusive, as the same abut Outlot C.

This permanent easement contains 3.55 acres, more or less, and is 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 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.

4. The Grantor is a lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors

Returns To: TJ Severt
MUD Law Dept
1723 Harney Street
Omaha NE 68102-1960

and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

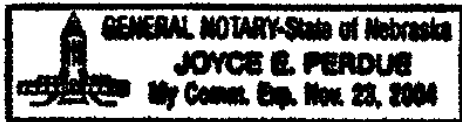
PACESETTER HOMES, INC., a
Nebraska Corporation, Grantor

By: *Dennis Van Moorleghem*
Dennis Van Moorleghem,
Vice-President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on *July 25*,
2001, by Dennis Van Moorleghem, Vice-President of Pacesetter Homes, Inc., a
Nebraska Corporation, on behalf of the corporation.



Joyce E. Perdue
Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR **G.R.M. 11620**

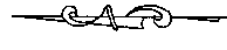
LAND OWNER
PACSETPER HOMES
7002 S. 131st AVENUE
OMAHA, NE 68138

TOTAL ACRE PERMANENT 3.55 ±
TOTAL ACRE TEMPORARY ±

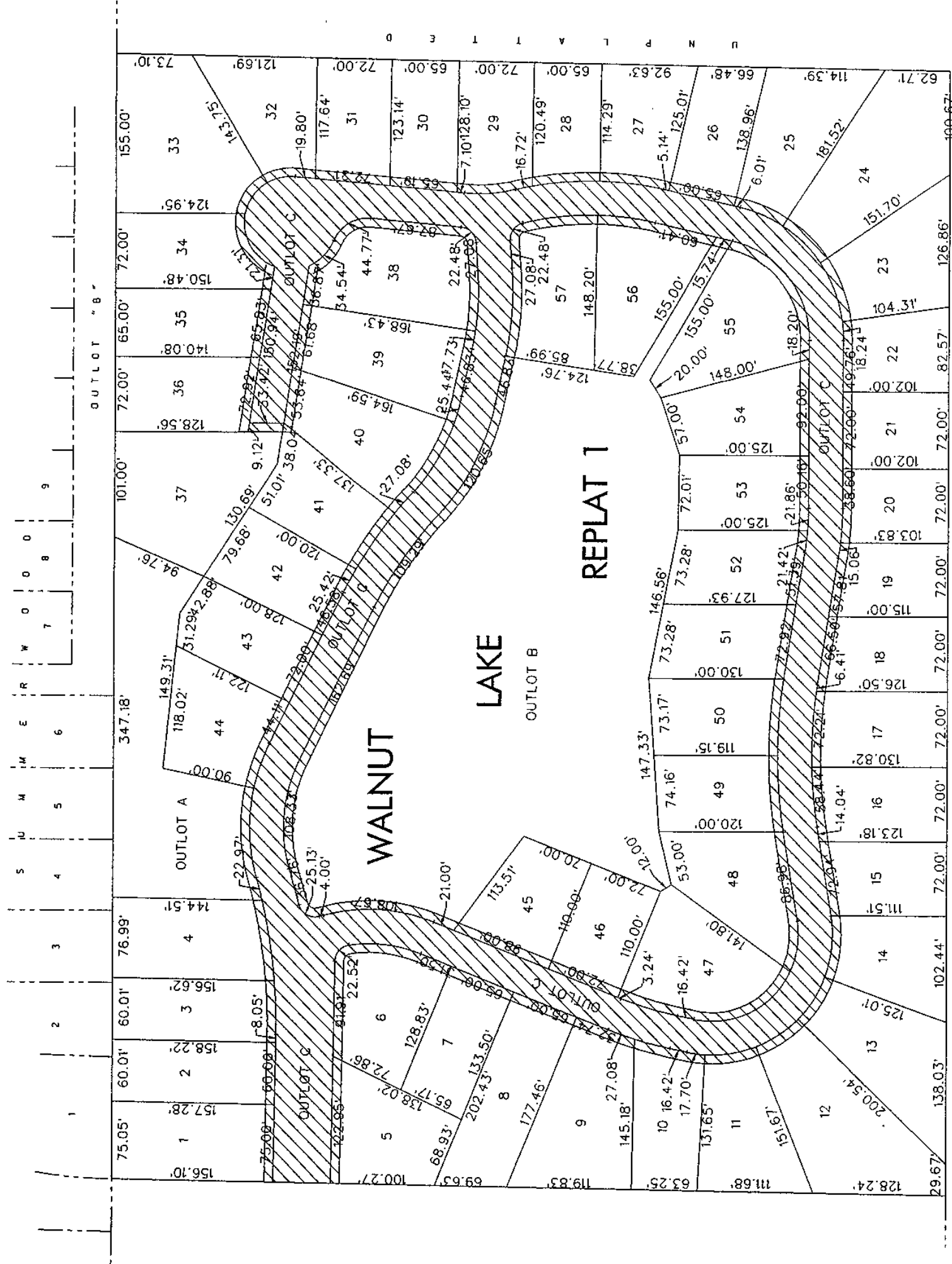
LEGEND
PERMANENT EASEMENT [Hatched Box]
TEMPORARY EASEMENT [Dotted Box]

PAGE 1 OF 1

DRAWN BY J. STANEK
DATE JUNE 11, 2001
CHECKED BY
DATE
APPROVED BY [Signature]
DATE 6-11-2001
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



NO SCALE
WALNUT LAKE REPLAT 1
156th ST. & LAKESIDE PLAZA



U N N P L A T E D