



MISC 2003139033

RICHARD N TAKECHI
REGISTER OF DEEDS
DUNDEE COUNTY, NE



JUL 21 2003 15:13 P 3

RECEIVED

EASEMENT AND RIGHT-OF-WAY

FEE 15.50 FB 01-600000
BKP 20-15-160 COMP _____
DEL _____ SCAN _____

THIS INDENTURE, made this 15th day of July, 2003, between WEST DUNDEE DEVELOPMENT CO., a Nebraska Limited Liability Company, ("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 all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts of land in the SE ¼ of the NE ¼ of Section 20, Township 15, Range 11 East of the 6th P.M., Douglas County, Nebraska and being described as follows:

The southerly three hundred fifty feet (350.00') of the westerly thirty-two feet (32.00') of the easterly sixty-five feet (65.00') of the North ½ of the SE ¼ of the NE ¼ of Section 20-15-11.

This permanent easement contains 0.257 of an acre, more or less, and is shown on the drawing attached hereto and by this reference made a part hereof.

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 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.

*Please Return To: JUSTIN COOPER
MUD - Legal Dept.
1723 Harney St.
Omaha, NE 68102*



**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR WCP 9600
WCC 9599

LAND OWNER
West Dundee Development Co.
809 N 96th Street
Omaha, NE 68114

TOTAL ACRE
PERMANENT 0.257 ±
TOTAL ACRE
TEMPORARY 0.000 ±

LEGEND
PERMANENT EASEMENT 
TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY TAA
DATE 5-6-03
CHECKED BY JAZ
DATE 5/12/03
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

