

RECEIVED

MAR 11 8 41 AM '96

GEORGE J. J. J. J.
REGISTERED DEEDS
DOUGLAS COUNTY, NE



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 19 day of February, 1996, between RIDGES 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 hydrants, CC box covers, and 24-inch round iron covers, 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 Whispering Pines, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

A 12.5-foot wide strip abutting Outlot "A" in each of Lots 1 through 17 inclusive, 19, 20, 22 through 31 inclusive, 39, 40, 41, 44 and 45.

The easterly 12.5 feet of Lot 21; the southerly 12.5 feet of Lot 32; the west 12.5 feet of Lot 37; the north 12.5 feet of Lot 38; the northerly 12.5 feet of Lot 42; and the southerly and easterly 12.5 feet of Lots 43 and 46, all as the same abut Outlot "A".

Said tracts contain a total of 1.103 acres, more or less, and are shown on the two drawings attached hereto and made part hereof by this 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 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

Please return to-

R. OWENS
MUD
1727 Harney Street
Omaha, NE 68102

B 2584
FEE 42.50 R COMP FB
DEL C/O COMP
OC-73913

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 persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

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

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

RIDGES LIMITED PARTNERSHIP,
a Nebraska Limited Partnership,
Grantor

By: RIDGES CORPORATION,
a Nebraska Corporation,
General Partner

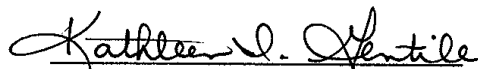
By: 
Timothy J. McReynolds, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 19, 1996, by Timothy J. McReynolds, President of Ridges Corporation, a Nebraska Corporation and General Partner of Ridges Limited Partnership, a Nebraska Limited Partnership, 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 of said Corporation and of said Partnership.




Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION FOR W.C.C. 8006 G.R.M. 10868	
LAND OWNER RIDGES LTD. PARTNERSHIP 13304 W. CENTER RD., STE 222 OMAHA, NE 68144	
TOTAL ACRES PERMANENT 1.103 ± TOTAL ACRES TEMPORARY _____	
LEGEND <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 10px; background-color: #cccccc;"></div> PERMANENT EASEMENT <div style="border: 1px solid black; width: 20px; height: 10px; background-color: #ffffff;"></div> TEMPORARY EASEMENT </div>	
PAGE 1 OF 2	
DRAWN BY KL DATE 12-5-95 CHECKED BY LJ DATE 12-21-95 APPROVED BY <i>[Signature]</i> DATE 12-22-95 REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV. BY _____ DATE _____	

