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A2058

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EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 19 day of June, 1975, between Woodstone Development Joint Venture, 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 transportation of gas and water, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several tracts of land lying in Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 26, 31, 32, 33, 34, 35, and 37, Woodstone Replat, as now platted and recorded, a subdivision in Douglas County, Nebraska, said tracts being more particularly described as follows:

The West Ten (10) feet of Lot Nine (9);

The West Ten (10) feet of Lot Ten (10);

The East Ten (10) feet of Lot Eleven (11);

The East Ten (10) feet of Lot Twelve (12);

The West Ten (10) feet of Lot Thirteen (13);

The West Ten (10) feet of Lot Fourteen (14);

The North Ten (10) feet of Lot Fifteen (15);

The North Ten (10) feet of Lot Sixteen (16);

A strip of land Ten (10) feet wide running along and parallel to the Northerly property line of Lot Seventeen (17), said strip being the Northerly Ten (10) feet of Lot 17;

The North Ten (10) feet of the West Ten (10) feet of Lot Eighteen (18);

The West Ten (10) feet of Lot Twenty (20);

The West Ten (10) feet of Lot Twenty-one (21);

A strip of land Ten (10) feet wide running along and parallel to the Southwesterly property line of Lot Twenty-two (22), said strip being the Southwesterly Ten (10) feet of Lot 22;

A strip of land Ten (10) feet wide running along and parallel to the Southwesterly property line of Lot Twenty-three (23), said strip being the Southwesterly Ten (10) feet of Lot 23;

The West Ten (10) feet of Lot Twenty-five (25);

The West Ten (10) feet of Lot Twenty-six (26). Also that portion of Lot Twenty-six (26) described as follows: Beginning at the Northeast corner of said Lot 26, thence West along the North property line of Lot 26 a distance of Twenty (20) feet; thence Southeasterly along a straight line a distance of Twenty-two and Thirty-six One-hundredths (22.36) feet, more or less, to a point on the East property line of Lot 26; thence North a distance of Ten (10) feet to the point of beginning;

All of Lot Thirty-one (31);

The East Ten (10) feet of the South Three (3) feet of Lot Thirty-two (32);

The West Ten (10) feet of Lot Thirty-three (33);

All of Lot Thirty-four (34);

All of Lot Thirty-five (35);

All of Lot Thirty-seven (37);

All these tracts containing a total of Two and Five One-hundredths (2.05) acres, 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.

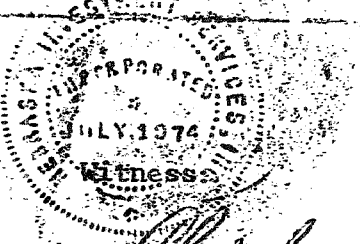
WOODSTONE DEVELOPMENT JOINT VENTURE,
Grantor

By NEBRASKA INVESTMENT SERVICES, INC.,
a Nebraska corporation

By [Signature]
Title President

NORTHCREST, INC.,
a Nebraska corporation

By [Signature]
Title pres



Witness:
[Signature]
Title Notary
(Seal)

Witness:
[Signature]
Title [Signature]
(Seal)

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 19th day of June, 1975, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came C. E. Westphal, to me personally known to be the President of Nebraska Investment Services, Inc., a Nebraska corporation, and a Joint Venturer of Woodstone Development Joint Venture, whose name is affixed to the foregoing instrument.

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in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said Nebraska Investment Services, Inc., and Woodstone Development Joint Venture.

Witness my hand and notarial seal the day and year last above written.



WILLIAM E. KAISER
GENERAL NOTARY, State of Nebr.
My Commission Expires

March 28, 1976

William E. Kaiser
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 19th day of June, 1975, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Robert F. Mitchell, Jr., to me personally known to be the President of Northcrest, Inc., a Nebraska corporation, and a Joint Venturer of Woodstone Development Joint Venture, 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 Northcrest, Inc., and Woodstone Development Joint Venture.

Witness my hand and notarial seal the day and year last above written.



WILLIAM E. KAISER
GENERAL NOTARY, State of Nebr.
My Commission Expires

March 28, 1976

William E. Kaiser
Notary Public

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

12 DAY OF Feb 19 75 A.D. BY G. HAROLD OSTLER REGISTER OF DEEDS

30.50

DRAWN BY J
CHECKED BY L
APPROVED B
REVISED BY
REV. CHK'D E
REV. APPROV.

PARKER STREET

STREET


METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR WCC 4943 B
GCC 7402

LAND OWNER WOODSTONE DEVELOPMENT JOINT VENTURE

TOTAL ACRE 2.05

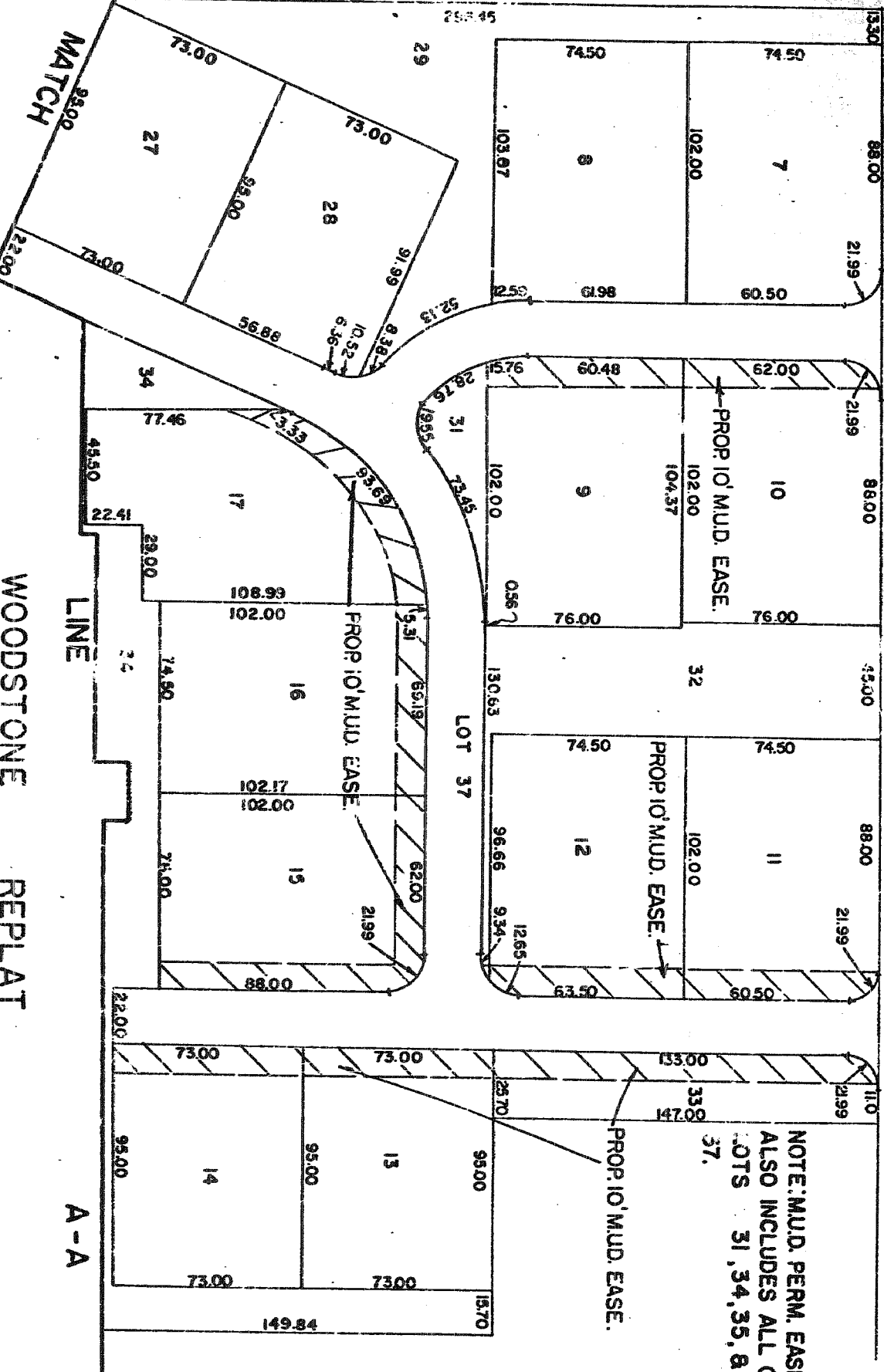
LEGEND

PERMANENT EASEMENT 

PAGE 1 OF 2

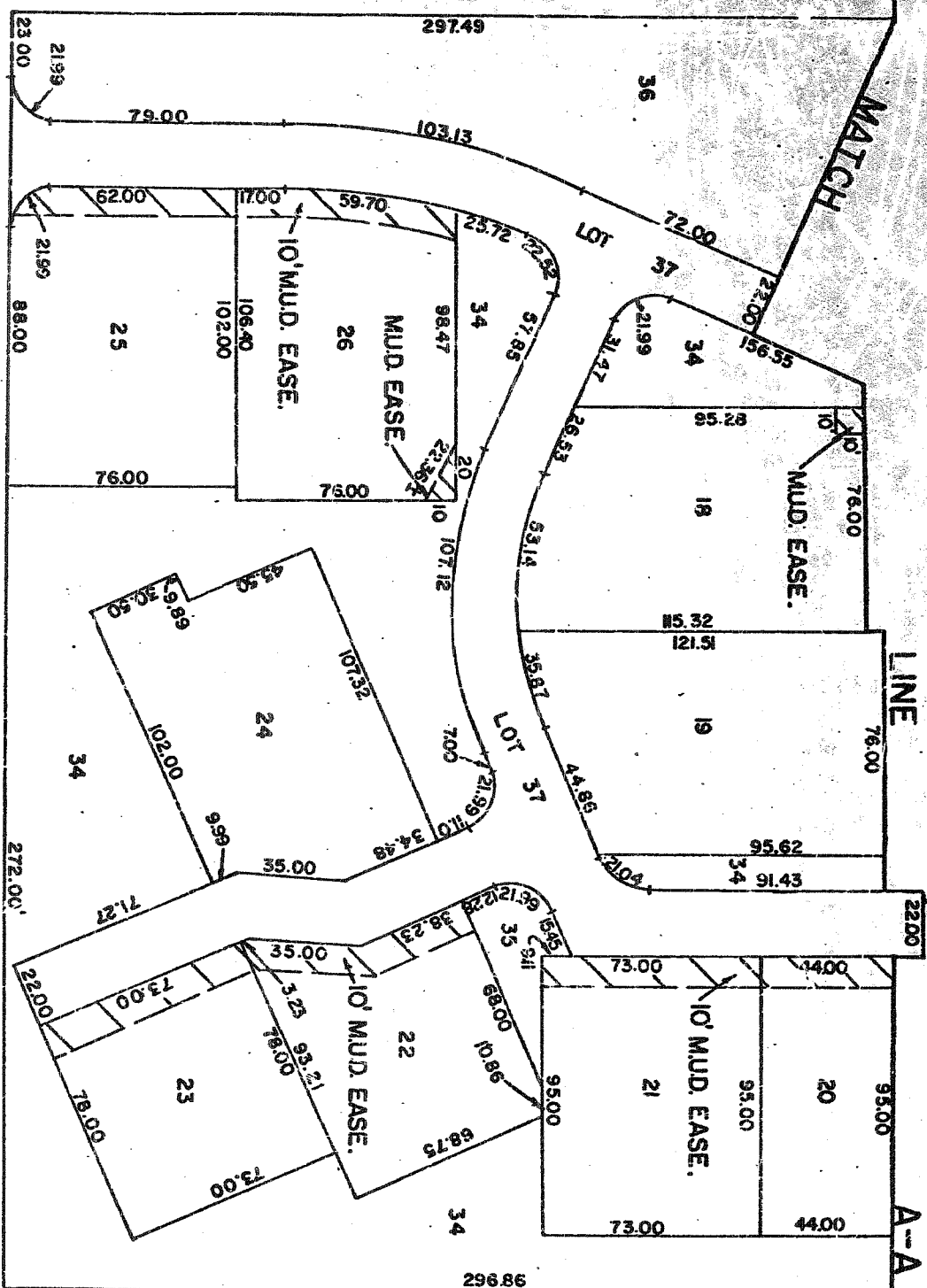
NOTE: MUD. PERM. EASE. ALSO INCLUDES ALL OF LOTS 31, 34, 35, & 37.

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DRAWN BY R.J.D. DATE 5/29/75
CHECKED BY J.R.P. DATE 6-3-75
APPROVED BY J.P. DATE 6-5-75
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

WOODSTONE REPLAT



NOTE:
MUD. PERM. EASE. ALSO
INCLUDES ALL OF LOTS
31, 34, 35, & 37



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 DAY OF 10.01 1975 AT 10.01 BY G. HAROLD OSTLER, REGISTER OF DEEDS

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA

EASEMENT ACQUISITION
 FOR WCC 4943 A
 GCC 7402

LAND OWNER WOODSTONE DEVELOPMENT
 JOINT VENTURE

TOTAL ACRE 2.05

LEGEND
 PERMANENT EASEMENT

PAGE 2 OF 2

DRAWN BY R.J.D. DATE 5/30/75
 CHECKED BY J.R.P. DATE 6-9-75
 APPROVED BY TPS DATE 6-5-75
 REVISED BY _____ DATE _____
 REV. C.H.K'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

30.50