

THIS INDENTURE, made this 17 day of September, 1973, between Wycliffe, Ltd., 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 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, re-lay and remove, at any time, pipelines for the transmission 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 171, 174, 175, 210, 232, 233, 247, 251, 252, 253, 266, 267, 271, 289 and 290, of Wycliffe Addition, as now platted and recorded, a subdivision in Douglas County, Nebraska, being more particularly described as follows:

Beginning at the Northeast corner of Lot One Hundred Seventy-one (171), thence South along the East property line of Lot 171 a distance of Thirty (30) feet, thence Northwesterly along a straight line a distance of Forty-two and Forty-three One-hundredths (42.43) feet, more or less, to a point on the North property line of Lot 171, said point being Thirty (30) feet West of the Northeast corner of Lot 171, thence East along the North property line of Lot 171 a distance of Thirty (30) feet to the point of beginning;

A strip of land lying in Lot One Hundred Seventy-four (174), Five (5) feet wide running along and parallel to the Westerly right-of-way line of 153rd Circle, said strip extending from the Southeast corner of Lot 174 North a distance of Forty-three and Seventy-eight One-hundredths (43.78) feet;

A strip of land lying in Lot One Hundred Seventy-five (175), Five (5) feet wide running along and parallel to the Westerly right-of-way line of 153rd Circle, said strip extending from the extreme Northeast corner of Lot 175 Southerly a distance of Eighty-three and Fifty-six One-hundredths (83.56) feet;

A strip of land lying in Lot Two Hundred Ten (210), Five (5) feet wide running along and parallel to the Northerly right-of-way line of Lincoln Circle, said strip extending from the Southeast corner of Lot 210, West Fifty-seven and Six-tenths (57.6) feet;

A strip of land Seven (7) feet wide running along and parallel to the Southeasterly property line of Lot Two Hundred Thirty-two (232), said strip being the Southeasterly Seven (7) feet of Lot 232;

A strip of land Seven (7) feet wide running along and parallel to the Westerly property line of Lot Two Hundred Thirty-three (233), said strip being the Westerly Seven (7) feet of Lot 233;

A strip of land lying in Lot Two Hundred Forty-seven (247), Five (5) feet wide running along and parallel to the Northerly right-of-way line of Farnam Circle, said strip extending from the Southeast corner of Lot 247, West a distance of Ten (10) feet;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lot 251, said strip being the Southerly Five (5) feet of Lot 251;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lot Two Hundred Fifty-two (252), said strip being the Southerly Five (5) feet of Lot 252;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lot Two Hundred Fifty-three (253), said strip being the Southerly Five (5) feet of Lot 253;

A strip of land Seven (7) feet wide running along and parallel to the Westerly property line of Lot Two Hundred Sixty-six (266), said strip being the Westerly Seven (7) feet of Lot 266.

A strip of land Seven (7) feet wide running along and parallel to the Easterly property line of Lot Two Hundred Sixty-seven (267), said strip being the Easterly Seven (7) feet of Lot 267;

The West Twenty-eight and Fifty-five One-hundredths (28.55) feet of the East Thirty-five and Fifty-five One-hundredths (35.55) feet of the North Ten (10) feet of Lot Two Hundred Sixty-seven (267);

A strip of land lying in Lot Two Hundred Seventy-one (271), Five (5) feet wide running along and parallel to the Northerly right-of-way line of Douglas Circle, said strip extending from the Southeast corner of Lot 271 West a distance of Eighty-five (85) feet;

A strip of land Seven (7) feet wide running along and parallel to the Easterly property line of Lot Two Hundred Eighty-nine (289), said strip being the Easterly Seven (7) feet of Lot 289;

A strip of land Seven (7) feet wide running along and parallel to the Westerly property line of Lot Two Hundred Ninety (290), said strip being the Westerly Seven (7) feet of Lot 290;

The East Thirty-five and Fifty-five One-hundredths (35.55) feet of the West Forty-two and Fifty-five One-hundredths (42.55) feet of the South Ten (10) feet of Lot Two Hundred Ninety (290);

All these tracts containing a total of Two-tenths (0.2) 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 gas main or water main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

WYCLIFFE, LTD., a Nebraska limited partnership, Grantor

By JACK MORITZ CO., General Partner

ATTEST:

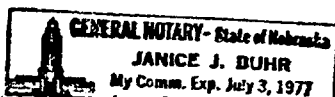
Janice J. Duhr
Title Notary Public

By Jack Moritz
Title General Partner

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 30 day of October, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Jack Moritz, to me personally known to be General Partner of Jack Moritz Co., General Partner, Wycliffe, Ltd., a Nebraska limited partnership, 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 partnership.

Witness my hand and Notarial Seal the day and year last above written.



My commission expires the 3 day of July, 1977.

WEST
DRIV

DRAWN B
CHECKED E
APPROVED
REVISED E
REV CHKD

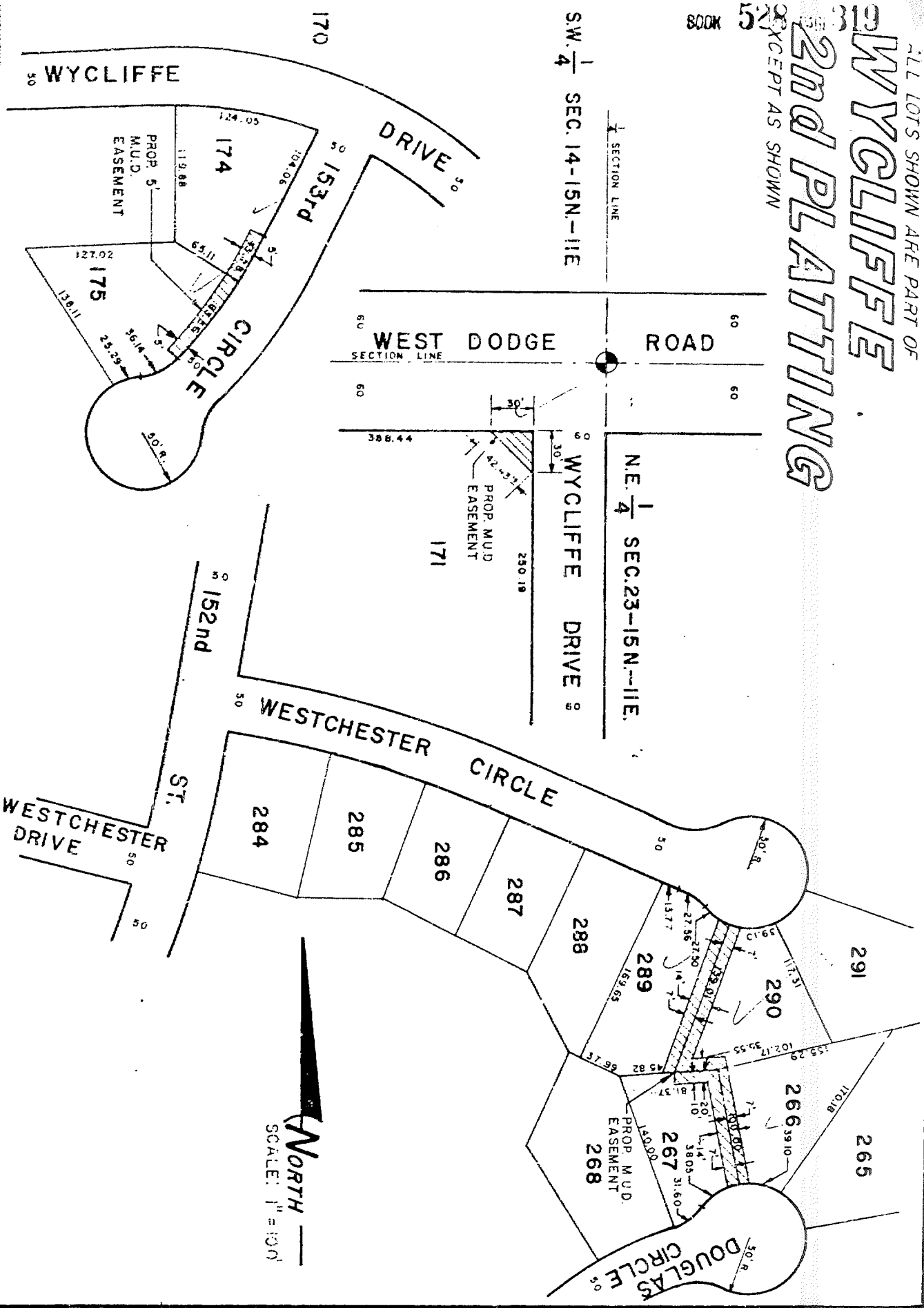
ALL LOTS SHOWN ARE PART OF
WYCLIFFE

2nd PLATTING

EXCEPT AS SHOWN

528

800K



METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION
FOR
W.C.C. 4792

LAND OWNER
WYCLIFFE, LTD.

ACRE PERMANENT 0.20 TOTAL

LEGEND

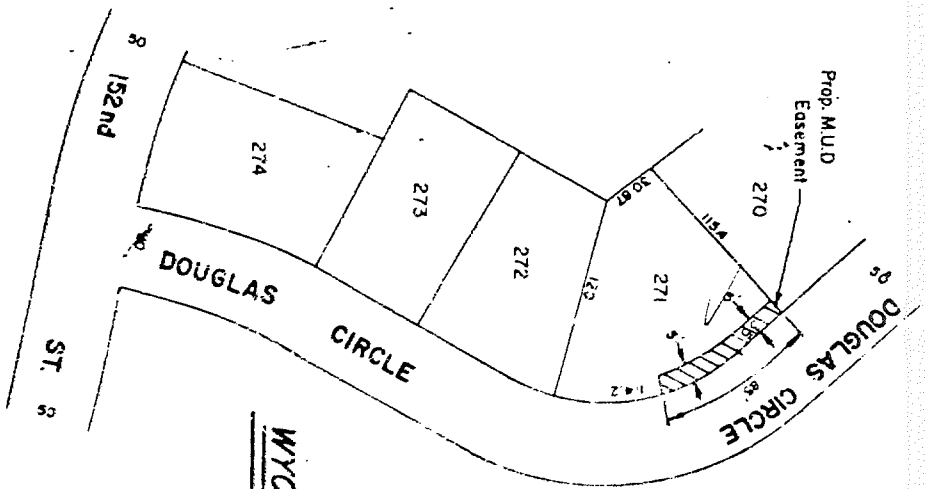
PERMANENT EASEMENT

DRAWN BY G.D.D. DATE 8-17-73
CHECKED BY J.L.J. DATE 8-22-73
APPROVED BY _____ DATE _____
REVISED BY _____ DATE _____
REV CHKD BY _____ DATE _____

EXCEPT AS SHOWN

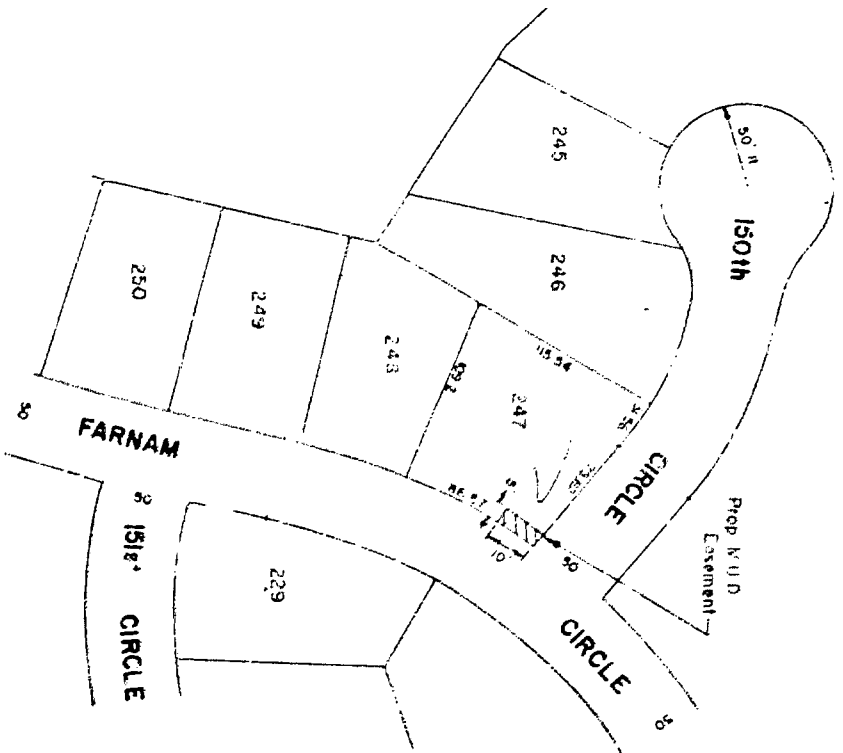


DRAWN BY G.D.B. DATE 8-12-73
CHECKED BY LLJ DATE 8-14-73
APPROVED BY _____ DATE _____
REVISED BY _____ DATE _____
REV. CHECK BY _____ DATE _____



WYCLIFFE 2nd PLATTING

NORTH
SCALE 1"=100'



28

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
22 DAY OF Oct 1973 AT 3:13 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 1875

DRAWN BY <u>RWJ</u> DATE <u>8-22-73</u>		PAGE 3 OF 3	LEGEND	ACRES: PERMANENT 0.28 1974	LAND OWNER WYCLIFFE, LTD.	EASEMENT ACQUISITION FOR W.C. 4792	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
CHECKED BY <u>LLJ</u> DATE <u>8-22-73</u>	DATE						
APPROVED BY	DATE						
REVISED BY	DATE						
REV. C.K'D BY	DATE						