

BOOK 615 PAGE 40

CORRECTED
EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 14th day of May, 1979, between Debak Properties, a 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, 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:

A strip of land lying in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twelve (12), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$); thence North 89°10'20" West along the South line of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section Twelve (12) a distance of Thirty-seven and Thirty-three Hundredths (37.33) feet; thence North 00°05'57" West a distance of Forty-two and Fifty Hundredths (42.50) feet to the point of beginning; thence North 89°10'20" West a distance of Two Hundred Thirty-eight (238) feet; thence North 00°05'57" West a distance of Fifteen (15) feet; thence South 89°10'20" East a distance of Two Hundred Thirty-eight (238) feet; thence South 00°05'57" East a distance of Fifteen (15) feet to the point of beginning.

Said strip contains Eight Hundredths (0.08) 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 strip of land any building or structure, except pavement, and that they will not give anyone else permission to do so. Grantor may cross the easement area with other utilities, providing they do not jeopardize Grantee's mains.

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.

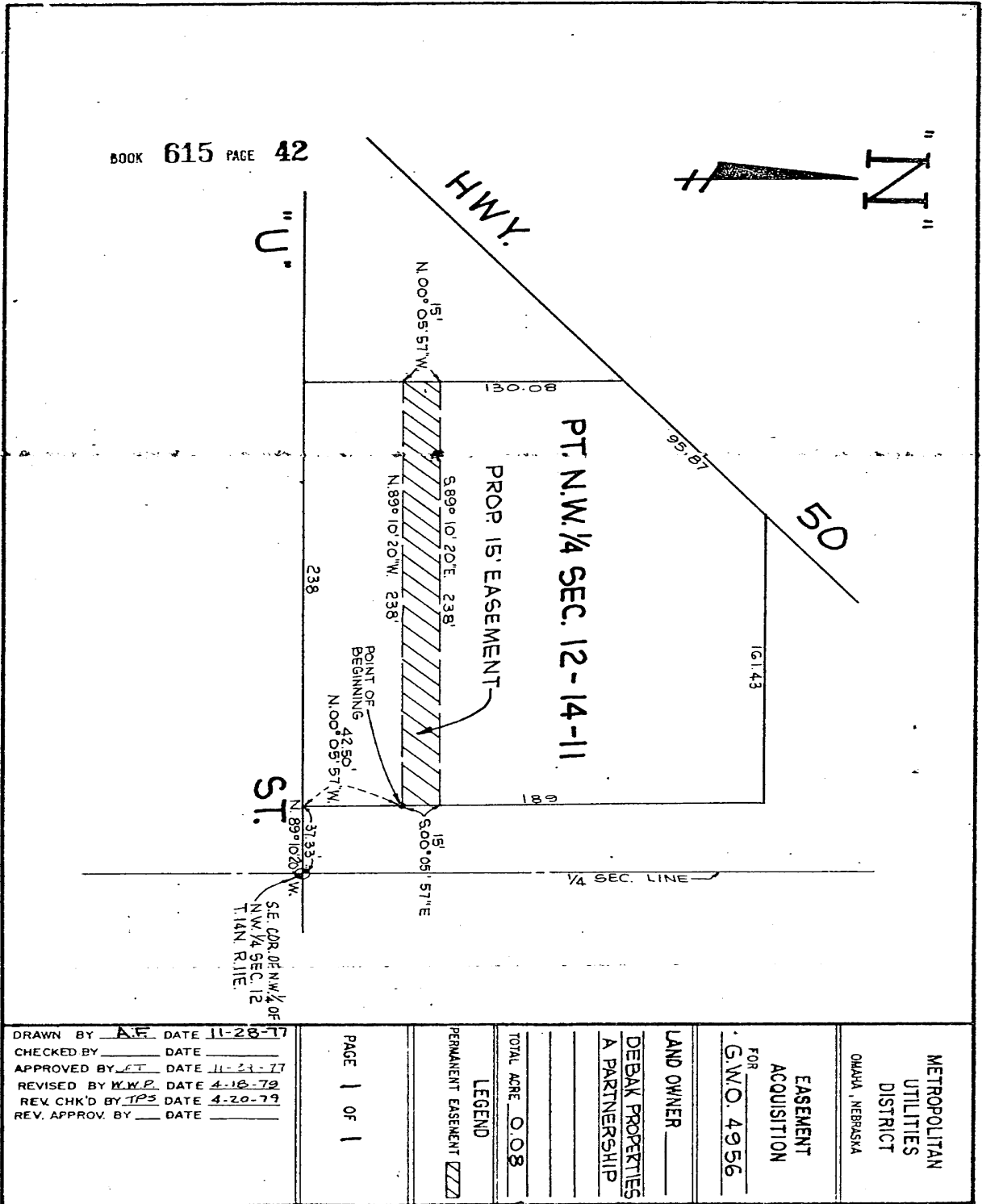
IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

DEBAK PROPERTIES, Grantor

ATTEST:

John R. Kedar
Title Partner

By Michael D. Sherman
Partner



11-41-81

12-4-77

6/26/79

RECEIVED

1979 MAY 24 PM 2:29

REGISTERED CLERK

DOUGLAS COUNTY, NEBR.

24 April