

37-40.6

EASEMENT

THIS INDENTURE, made this 11th day of August, 1966, between Henry J. Keller, Jr., and Mary Ann Keller, husband and wife of Sarpy County, Nebraska, hereinafter referred to as Grantors, and Metropolitan Utilities District of Omaha, a municipal corporation, of Douglas County, Nebraska, hereinafter referred to as Grantee, WITNESSETH:

That Grantors, in consideration of the sum of Three Hundred and No/100- - - - - Dollars (\$300.00), receipt of which is hereby acknowledged, do hereby grant to the Grantee, 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 and supply of water on, over, through, under and across, and at all times to enter upon, a strip of land owned by Grantors, described as follows:

Beginning at a point on the north line of the SW $\frac{1}{4}$ of Section 21, Township 13 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska, said point being on the east right of way line of 36th Street and 33.0 feet east of the Northwest corner of the SW $\frac{1}{4}$ of said Section; thence east along the north line of the SW $\frac{1}{4}$ of said Section a distance of 30.0 feet; thence south along a line 63.0 feet east of and parallel to the west line of said Section a distance of 950.0 feet; thence south-westerly at an angle of 45°00' a distance of 42.43 feet to a point on the east right of way line of 36th Street; thence north along the east right of way line of 36th Street a distance of 980.0 feet to the point of beginning, containing 0.66 acres more or less, all as shown by the plat attached and made a part hereof.

Also a temporary construction easement upon additional strips of land lying adjacent to the right of way above described, during the period of construction and installation of said water main, described as:

A strip of land immediately east of and adjacent to the above described easement and being generally 980.0 feet in length and 20.0 feet in width, all as shown by the plat attached 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.

The Grantors and Grantee do covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantee agrees to restore the surface of the soil on said strip of land following the installation of its pipelines therein, as soon as may reasonably be possible so to do, to the original contour thereof, as near as may be, and to pay Grantors, their heirs or assigns, within a reasonable time after the construction or maintenance of said pipelines, all actual damages to crops, fences, and timber, if any, which may be caused by the construction or maintenance of said pipelines.

FILED FOR RECORD IN SARPY COUNTY NEBR. Oct. 17 1966 AT 2:45 O'CLOCK A.M.
AND RECORDED IN BOOK 37 OF 102, PAGE 406 Oliver Bender REGISTER OF DEEDS

FILED FOR RECORD IN SARPY COUNTY NEBR. 19 1966 AT 10 O'CLOCK P.M.
AND RECORDED IN BOOK 37 OF 102, PAGE 406 Oliver Bender REGISTER OF DEEDS

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37-407

2. Grantors, their heirs, grantees, or assigns, agree that, except upon express written permission of Grantee, they will at no time erect, construct, use, or place on or below the surface of said strip of land any building, structure, or pipeline, except pavement, and that they will not permit anyone else to do so, and further agree that they will not do any excavating, grading or filling within the herein granted right of way that will endanger said water main or reduce the earth cover over said main to less than three and one-half ($3\frac{1}{2}$) feet of earth.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of Grantee, respecting the ownership, use, operations, extensions and connections to any water main constructed and maintained hereunder.

IN WITNESS WHEREOF the parties hereto have executed this easement the day and year first above written.

Henry J. Keller
Mary Ann Keller
Grantors

METROPOLITAN UTILITIES DISTRICT
OF OMAHA, Grantee

By [Signature]
General Manager

STATE OF NEBRASKA }
COUNTY OF SARPY } ss

On this 11th day of August, 1966, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Henry J. Keller, Jr., and Mary Ann Keller, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and they acknowledged said instrument to be their voluntary act and deed.

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

[Signature]
Notary Public

My commission expires the 1st day of February, 1971

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N.W. 1/4 S.W. 1/4 SEC 21-13-13

---1320 ±
1/46 SEC. LINE

37-408.

POINT OF BEGINNING

SEC. 20-13-13

SEC. 1101

(APPROX. £ 36 TH ST.)

**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION
FOR 60" WATER MAIN
JOB NO. W.C. 3401**

TRACT NO. XV
LAND OWNED BY EMMA

LINEAL FEET	953.28
AREA- PERM.	28,950 sq. ft.
TEMP.	20,050 sq. ft.
ACRE- PERM.	0.66
TEMP.	0.46

LEGEND

PERMANENT EASEMENT ☒
TEMPORARY EASEMENT ☒

LENGTH IN RODS 57.77

DRAWN BY DDB. DATE 4-12-68
CHECKED BY CFC. DATE 4-21-68
APPROVED BY W.A. DATE 4-21-68
REVISED BY ~~W.A.~~ DATE 3-23-68
REV CK'D BY CFC. DATE 3-23-68