

37-366

EASEMENT

THIS INDENTURE, made this 23rd day of August, 1966,  
between Quinten R. Mahlock

of Sarpy County, Nebraska, hereinafter referred to as "Grantors",  
and Metropolitan Utilities District of Omaha, a municipal corpora-  
tion and political subdivision of the State of Nebraska, hereinafter  
referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of the payment of One-Half (1/2)  
the cost of survey represented by Exhibit "A" hereto attached, re-  
ceipt of which is hereby acknowledged, do 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, a pipeline for the transportation of gas, together with  
the right of ingress and egress to and from the same, on, over and  
through lands described as follows:

A strip of land Fifty (50) feet wide over and  
across a part of the Northeast Quarter (NE $\frac{1}{4}$ )  
of Section Twenty-Four (24), Township Thirteen  
(13) North, Range Eleven (11) East of the 6th  
P.M., Sarpy County, Nebraska, the center line  
of which extends easterly from the center of  
Elm Street at its east termination in Spring-  
field Gardens Addition to the Village of Spring-  
field, Nebraska, a distance of approximately  
One Thousand Five Hundred Thirty-One (1,531)  
feet to the County Road on the east side of said  
Section 24, as shown on the plat hereto attached,  
marked Exhibit "A", 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. Grantors, their heirs, successors and 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 permit anyone else to do so,  
except as otherwise herein provided.

2. Grantee agrees to install said pipeline at a depth of not  
less than four (4) feet below the presently existing grade, and  
at a greater depth in the east fifty (50) feet of said easement,  
in anticipation of future grading for a planned extension of Elm  
Street along and coinciding with said easement. Grantors agree  
that they will not reduce the cover of said pipeline to less than  
two (2) feet, except upon special arrangement with Grantee and  
payment of expenses of any changes of location or depth of said  
pipeline necessitated thereby, except as hereinafter provided.  
If under paving, the cover will be measured from the paving surface.

3. Grantee agrees that if it becomes necessary to relocate or  
lower said pipeline at or near a point which is three hundred  
seventy-five (375) feet west of the east end of said easement, for  
the purpose of installation of a drainage structure or structures,  
such relocation or lowering will be done by Grantee upon request  
of Grantors, at the expense of Grantee.

FILED FOR RECORD IN SARPY COUNTY NEBR. Oct. 17 1966 AT 8:45 O'CLOCK A.M. g 25

AND RECORDED IN BOOK 37 OF Sec. 1 PAGE 366 Albin Bender REGISTER OF DEEDS

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4. It is agreed that after dedication of said proposed street, that portion lying within such easement or coinciding therewith may be used for and by other utilities; provided such other utilities shall not interfere with or damage the pipeline of Grantee nor access to such pipeline; and provided further that should it be necessary to move, relocate or lower the pipeline of Grantee for the accommodation of any other utilities, Grantee shall be reimbursed the expense thereof.

5. 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 pipeline constructed and maintained hereunder.

6. Grantee agrees to restore the surface of the soil on said strip of land following the installation of its pipeline therein, as soon as may be reasonably possible so to do, to the original contour thereof.

7. The above consideration shall cover all damages caused by the establishment and construction of the above project, except for crop damage, if any, which will be paid for in an amount based on the yield from the balance of the field, less expenses of marketing and harvesting. Crop damage will be paid only as to crops planted or growing at the time of the construction under this contract and which are actually damaged due to construction of this project.

IN WITNESS WHEREOF, this easement has been executed the day and year first above written.

Quentin P. Mahlon

Grantors

METROPOLITAN UTILITIES DISTRICT  
OF OMAHA, Grantee

By R.V. Trester  
General Manager

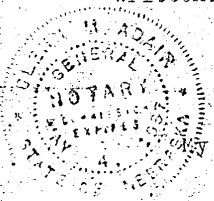
STATE OF NEBRASKA )  
COUNTY OF SARPY ) ss

On this 23rd day of August, 1966, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Quentin P. Mahlon

to me personally known to be 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.

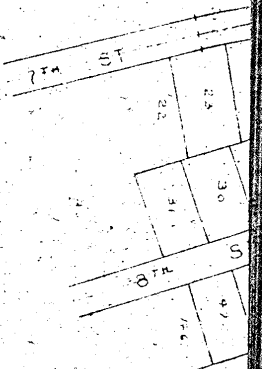
Shawn M. Odair  
Notary Public



My commission expires the 4th day of May, 1967.

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SPRINGFIELD  
GARDENS



4. CURVE DATA

Δ = 16.00'  
D = 453.78'  
L = 374.70'  
T = 200.00'  
R = 1262.15'

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ELTH ST



R-1281.75  
394.51  
318.82  
R-1297.75

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SCALE 1" = 200'



**LAMP, PETERSON & ASSOCIATES**  
CONSTRUCTING ENGINEERS - LAND SURVEYORS

SCALE AS SHOWN  
DRAWN BY: KZ  
DATE: 7/14/00  
REVISIONS:

PART 1 OF THE N.E. 1/4 OF SECTION  
24, T15N, R17E, OF THE 6TH  
P.M. SARPY COUNTY, NEBRASKA  
E.M. KEEL CATERING

DRAWING NUMBER  
6117



E. 1/4 CORNER, SECT. 24, T15N  
R. 17E, OF THE 6TH P.M. SARPY  
COUNTY, NEBRASKA

*EXHIBIT A*

37- 371

1205 20

1204 80

90° 32' 28"

N.E. CORNER SECT 24, T25 N  
R15 E OF THE 4TH P.M.  
SARBY COUNTY, NEBRASKA

