

289-44604

EASEMENT

THIS INDENTURE, made this 12th day of June, 1967, between George B. Boland and Helen Boland, husband and wife, of Elkhorn, Douglas 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 Two Hundred Thirty Six and no/100 Dollars (\$ 236.⁰⁰), receipt of which is hereby acknowledged, do hereby grant to the Grantee, Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, repair, relay, and remove, at any time, a pipeline for the transportation of gas, and all appurtenances thereto, including installation of gas drips, on, over, through, under and across, and at all times to enter upon, the following described real estate:

Beginning 1,367 feet north and 33 feet west of the half-mile corner pin on the west right-of-way line for 120th Street, which lies in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 7, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence west for 67 feet; thence north for 236 feet; thence east for 67 feet; thence south for 236 feet along the west right-of-way line of 120th Street to the true point of beginning.

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 pipeline, described as:

Beginning at the southwest corner of the previously described permanent easement; thence 40 feet west; thence 236 feet north; thence east for 40 feet; thence south for 236 feet along the west boundary of the permanent easement to the true point of beginning.

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 easement areas above described, following the installation of its pipeline therein, as soon as may reasonably be possible to so do, to the original contour thereof as near as may be, and to pay Grantors, their heirs and assigns, within a reasonable time after construction or maintenance, all actual damages to crops and fences, if any, which may be caused by the construction and maintenance operations. Crop damage will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting and shall include only such crops that are growing and which are actually damaged.

2. Grantors, their heirs, grantees, or assigns, agree that they will at no time erect, construct, use, or place on or below the surface of said easement areas any building, structure, or

