

49-580  
Lots 77+78

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 20 day of September, 1976, between Avery Land Company, Inc., a Nebraska corporation, 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 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, a pipeline for the transmission of gas, 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 tract of land lying in the Northeast Quarter of Section Twenty-seven (27), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at a point on the North line and One Thousand Eight Hundred Ninety-seven and Five-tenths (1,897.5) feet West of the East line of Section Twenty-seven (27), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M.; thence North Ninety Degrees (90° 00' 00") East (assumed bearing) along the North line of Section Twenty-seven (27) a distance of Thirty-three (33) feet; thence South Zero Degrees (00° 00' 00") East a distance of Thirty-three (33) feet to the point of beginning; thence North Ninety Degrees (90° 00' 00") East along the South right-of-way line of Thurston Avenue (Sarpy County Road 48G) a distance of Fifteen (15) feet; thence South Forty-five Degrees (45° 00' 00") West a distance of Twenty-one and Twenty-one Hundredths (21.21) feet to the East right-of-way line of 15th Street; thence North Zero Degrees (00° 00' 00") East a distance of Fifteen (15) feet to the point of beginning.

Said tract contains Twenty-six Thousandths (0.0026) 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 tract 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 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.

AVERY LAND COMPANY, INC., Grantor

ATTEST:

By *Carl A. Hildebrand*  
Title *Attorney*

Title \_\_\_\_\_


FILED FOR RECORD 2-23-76 AT 8:50 A.M. IN BOOK 49 of *Map Book 915*  
49-580 *Carl A. Hildebrand* REC'D OF DEEDS, SUFF. COURT NEB

(SEAL) *Ac 59444*

STATE OF NEBRASKA )  
COUNTY OF SARPY ) SS

On this 2<sup>nd</sup> day of August, 1976, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Wilbur C. Jensen, to me personally known to be the President of Avery Land Company, Inc., a Nebraska corporation, 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 corporation.

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

 WILBUR C. JENSEN  
GENERAL NOTARY - State of N.B.  
My Commission Expires  
October 11, 1976

Wilbur C. Jensen  
Notary Public