

10-14-12

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 24th day of September, 1970, between Ewel J. Karnes, Jr., and Barbara Karnes, husband and wife, and Donald F. Day and Patricia Day, husband and wife, as tenants in common and not as joint tenants, hereinafter referred to as Grantors, and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as Grantee, WITNESSETH:

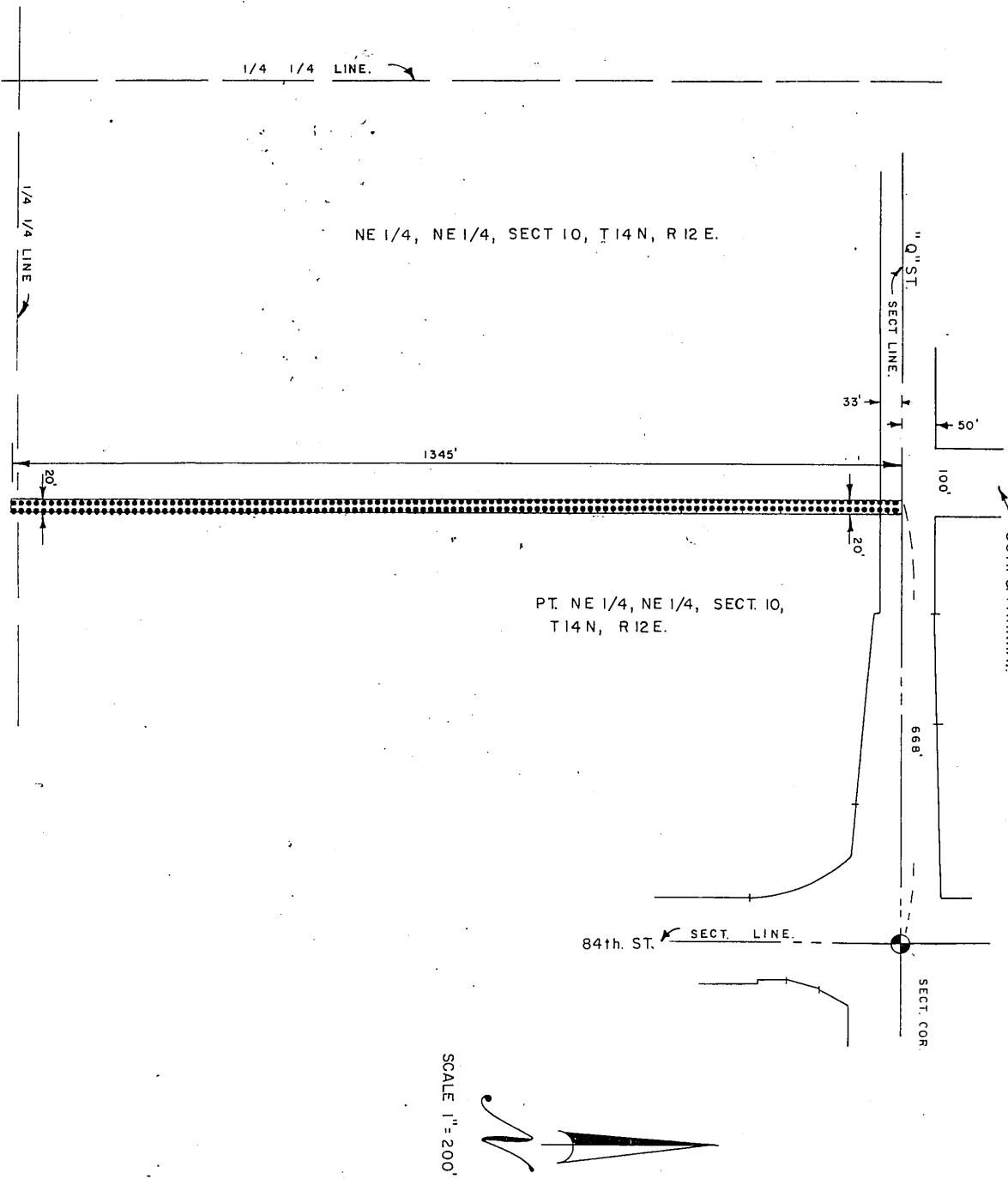
That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, a pipeline for the transportation of water, and all appurtenances thereto, including hydrants and valve boxes, 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 lying in the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, being more specifically described as follows:

The West Twenty (20) feet of the East Six Hundred Sixty-Eight (668) feet of the North One Thousand Three Hundred Forty-Five (1,345) feet of the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., containing Sixty-Two Hundredths (0.62) acres, 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. The Grantors agree that neither they nor their heirs or assigns will at any 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 permit anyone else 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. The easement and right of way herein granted is intended to convey to Grantee the right to extend any facilities constructed hereunder through and beyond the project for service to others beyond said project limits, the same as if said facilities were in dedicated streets, alleys or public ways.
4. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any water main constructed and maintained hereunder.



DRAWN BY E.A.K. DATE 7-16-70
 CHECKED BY _____ DATE _____
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____

PERMANENT EASEMENT

LEGEND

ACRE: PERMANENT 0.62

TRACT NO. _____

LAND OWNER Ewel J. Karnes, Jr. & Donald F. Day, as Tenants in Common & not as Joint Tenants.

EASEMENT ACQUISITION

FOR WCC 4296

METROPOLITAN UTILITIES DISTRICT

OMAHA, NEBRASKA

FILE NO. 41707

11 ENTERED IN THE PUBLIC RECORDS OFFICE OF THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA, ON THE 1 DAY OF October 1970 AT 2:22 P.M. BY G. HAROLD OETLER, REGISTER OF DEEDS. 9x5