24-15-12

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EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this <u>31st</u> day of <u>May</u>, 1972, between Overland-Wolf, Inc., a corporation, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is 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 and through lands described as follows:

> A strip of land lying in the Southwest Quarter of the Southwest Quarter (SW4SW4) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

The East Fifteen feet (15') of the West Seven Hundred Fifteen feet (715') of the South Nine Hundred Thirty-four feet (934') of the North Nine Hundred Forty-four feet (944') of said Southwest Quarter of the Southwest Quarter (SW4SW4) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12);

Also, the East Ninety-two feet (92') of the West Eight Hundred Seven feet (807') of the South Fifteen feet (15') of the North Nine Hundred Forty-four feet (944') of said Southwest Quarter of the Southwest Quarter (SW4SW4) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12);

Also, the East Fifteen feet (15') of the West Eight Hundred Twenty-two feet (822') of the South Three Hundred Fifty-nine feet (359') of the North One Thousand Two Hundred Eighty-eight feet (1,288') of said Southwest Quarter of the Southwest Quarter (SW4SW4) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12);

the entire strip containing a total of Forty-seven One-hundredths (0.47) 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.

l. Grantor, its successors or 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 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. Grantor, its successors or assigns, shall have the right, at their expense, to have the Grantee change the location of the easement and pipeline in the event the aforedescribed easement conflicts with the use of the land in the future, and agree to give whatever easement is necessary in connection with the said change in location of the pipeline.
- 4. 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 gas main constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

OVERLAND-WOLF, INC., Grantor

ATTEST:

Secretary

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On this 3lst day of May, 1972, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, known to be the <u>Executive Vice President</u> of Overland-Wolf, Inc., a corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act of Overland-Wolf, Inc., and deed and the voluntary act and deed of said corporation.

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

My commission expires the \bigcirc day of \bigcirc

