

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 5th day of October, 1981, between Coffey and Coffey Construction Company, an Illinois 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 Two Dollars (\$2.00) 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 transportation 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 in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska, and more particularly described as follows:

The North Ten (10) feet of the South One Hundred Ninety-five and Twenty-five Hundredths (195.25) feet of the East Sixteen and Six Tenths (16.6) feet of the West Eight Hundred Seven (807) feet of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12).

Said tract of land is shown on the plat attached hereto and made a part hereof by this reference.

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 Grantor agrees that neither it nor its successors 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 neither it nor they will give anyone else permission to do so.
2. The 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 the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.
4. It is further agreed Grantor has lawful possession of said real estate, good right and lawful authority to make such

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 1981 OCT 23 PM 1:38
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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FILE NO. 41705

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA
 EASEMENT ACQUISITION
 FOR G.W.O. 7682
 LAND OWNER
~~C.W. BUILDING INC.~~
 COMBY, R.W. COBBY
 CONSTRUCTION COMPANY
 TOTAL ACRE .0041
 LEGEND
 PERMANENT EASEMENT [Hatched Box]
 PROP. MUD. EASEMENT [Hatched Box]

DRAWN BY M.M. DATE 8-25-81
 CHECKED BY J.R.P. DATE 8-25-81
 APPROVED BY J.R.P. DATE 8-25-81
 REVISED BY DATE
 REV. CHK'D BY DATE
 REV. APPROV. BY DATE

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