

79-942 +

BOOK 542 PAGE 379

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 15<sup>th</sup> day of July, 1974, between E. G. Miller Realty Company, Inc., Trustee, 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 (\$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, re-lay and remove, at any time, pipelines for the transportation of water and 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:

Several tracts of land lying in Lots 25, 26, 48, 49, 65, 66, and 78, of Candlewood II, a subdivision in Douglas County, Nebraska, said tracts being more particularly described as follows:

A strip of land lying in Lot Twenty-five (25), said strip being Seven (7) feet wide, running along and parallel to the Easterly property line of said lot, said strip being the Easterly Seven (7) feet of said lot;

A strip of land lying in Lot Twenty-six (26), said strip being Seven (7) feet wide, running along and parallel to the Westerly property line of said lot, said strip being the Westerly Seven (7) feet of said lot;

A strip of land lying in Lot Forty-eight (48), said strip being Seven (7) feet wide, running along and parallel to the Northwest-erly property line of said lot, said strip being the Northwesterly Seven (7) feet of said lot;

A strip of land lying in Lot Forty-nine (49), said strip being Seven (7) feet wide, running along and parallel to the Southeast-erly property line of said lot, said strip being the Southeasterly Seven (7) feet of said lot;

A strip of land lying in Lot Sixty-five (65), said strip being Seven (7) feet wide, running along and parallel to the Southwest-erly property line of said lot, said strip being the Southwesterly Seven (7) feet of said lot;

A strip of land lying in Lot Sixty-six (66), said strip being Seven (7) feet wide, running along and parallel to the Northeast-erly property line of said lot, said strip being the Northeast-erly Seven (7) feet of said lot;

All that portion of Lot Seventy-eight (78) lying in the following described tract: Beginning at the Northwest corner of Lot Forty-nine (49), said corner being the point of beginning; thence West-erly along a straight line to the Northeast corner of Lot Sixty-five (65); thence Southwesterly along the Southeasterly property line of said Lot Sixty-five (65) to the Southeasterly corner of said Lot Sixty-five (65); thence Southwesterly along the Southeast-erly property line of Lot Sixty-six (66) to the Southeasterly corner of said Lot Sixty-six (66); thence Southerly along a straight line to the Northwesterly corner of Lot Twenty-four (24); thence North-erly along the Northwesterly property line of Lot Twenty-five (25) to the Northeast corner of said Lot Twenty-five (25); thence Southeasterly along the Northeast-erly property line of said Lot Twenty-six (26) to the Northeast corner of Lot Twenty-seven (27); thence Northwesterly along a straight line to the Southeast corner of Lot Forty-eight (48); thence Northwesterly along the Southwest-erly property line of Lot Forty-eight (48) to the Southwesterly corner of Lot Forty-nine (49); thence Northerly along the Westerly property line of Lot Forty-nine (49) to the point of beginning.

All these tracts contain a total of Sixty-five One-hundredths (0.65) 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 tracts 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 water main or gas main constructed and maintained hereunder.

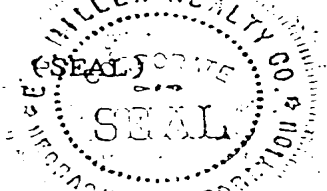
IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

E. G. MILLER REALTY COMPANY, INC.,  
TRUSTEE, Grantor

ATTEST:

Bruce D. Miller  
Title of Trustee

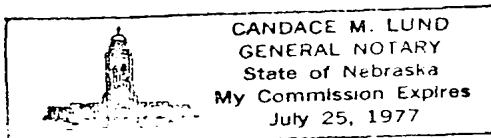
By Bruce D. Miller  
Title Trustee



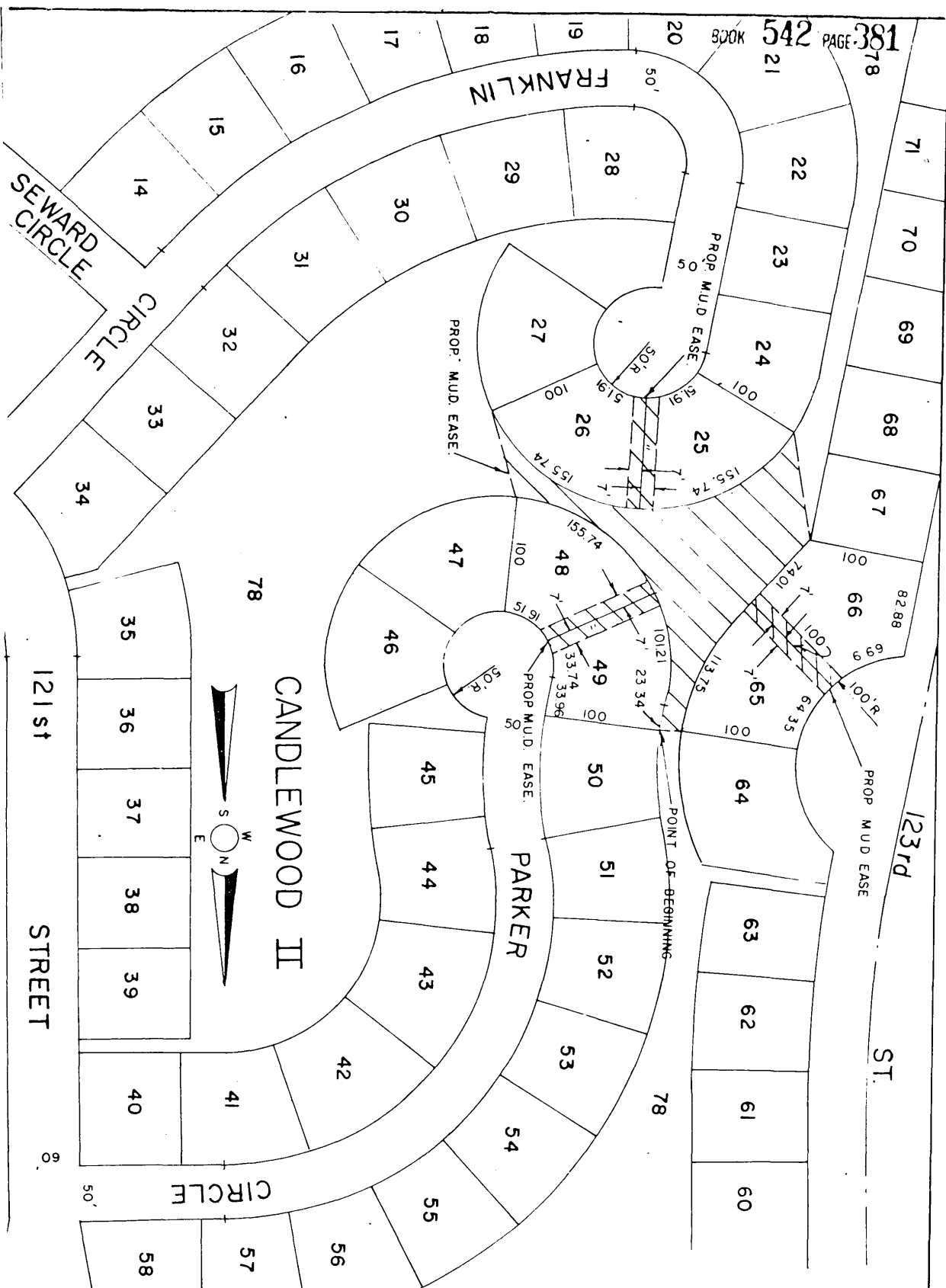
STATE OF NEBRASKA)  
) ss  
COUNTY OF DOUGLAS)

On this 15<sup>th</sup> day of July, 1974, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Bruce D. Miller, to me personally known to be the Trustee of E. G. Miller Realty Company, Inc., Trustee, 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 Trustee.

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



Candace M. Lund  
Notary Public



METROPOLITAN  
UTILITIES  
DISTRICT  
WATER DEPARTMENT  
EASEMENT  
ACQUISITION  
WCC 4908

LAND OWNER, E.G.  
MILLER REALTY  
COMPANY, INC.,  
TRUSTEE

TOTAL ACRE 0.65

LEGEND  
PERMANENT EASEMENT

PAGE 1 OF 1

APPROVED BY RJD DATE 6-29-74  
BY W DATE 7-2-74  
BY TEB DATE 7-2-74  
BY DATE  
DATE