

46-267

EASEMENT AND RIGHT OF WAY

# 1.25 Sarpy Co

THIS INDENTURE, made this 22nd day of April 1973, between N. & L. Enterprises, 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, pipelines for the transmission of water and 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 tract of land lying in Lots Four (4) and Five (5) of Normandy Hills Addition, as now platted and recorded, a subdivision in Sarpy County, Nebraska, being more particularly described as follows:

The South Ten (10) feet of Lot Four (4);

A strip of Land Ten (10) feet wide running along and parallel to the Southerly property line of Lot Five (5), said strip beginning at the West property line of Lot Five (5) and running Two Hundred Seventy-five (275) feet East thereof;

This tract of land containing a total of One Hundred Seventeen One-thousandths (0.117) 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 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.

Attest: N. & L. ENTERPRISES, INC. Grantor

*Paul & Hillocks*  
Title

*Paul & Hillocks*  
Title

(Corporate Seal)

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

FILED FOR RECORD 5/12/73 AT 11:58 A.M. IN BOOK 116 OF *Michael Post*  
PAGE 17 *Paul & Hillocks* REGISTER OF DEEDS, SARPY COUNTY NEB.

On this 22nd day of April 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came *Paul & Hillocks* to me personally known to be the *Paul & Hillocks* of N. & L. Enterprises, Inc., a 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 on the day and year last above written.

BETTY M. MURPHY  
Notary Public  
State of Neb.  
Commission Expires  
August 24, 1976

*Betty M. Murphy*  
Notary Public

Affects Lots 13-16  
French Village

