

47-369

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 20 day of June, 1974, between Galaxy Construction Co., a 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 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 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:

A strip of land lying in Lots Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), and Fifty-two (52), of The Meadows Replat III, a subdivision as now platted and recorded in Sarpy County, Nebraska, said strip being more particularly described as follows:

A strip of land Twenty (20) feet wide, lying along and parallel to the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M., said strip extending from the North property line of Greenfield Road to the South property line of Jennifer Road, said strip being the East Twenty (20) feet of all of the above mentioned lots; this strip containing a total of Twenty One-hundredths (0.20) 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:

GALAXY CONSTRUCTION CO., Grantor

James Parotta
Title Not Secretary

By David Rak
Title VICE PRESIDENT

(Seal)

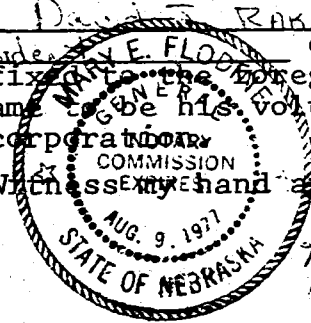
STATE OF NEBRASKA)

COUNTY OF _____)

FILED FOR RECORD 6-28-74 AT 8:00 M. IN BOOK 47 OF Miss Recs
PAGE 369 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 9⁰⁰

On this 20th day of June, 1974, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came David Rak, to me personally known to be the Vice President of Galaxy Construction Co., 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 the day and year last above written.

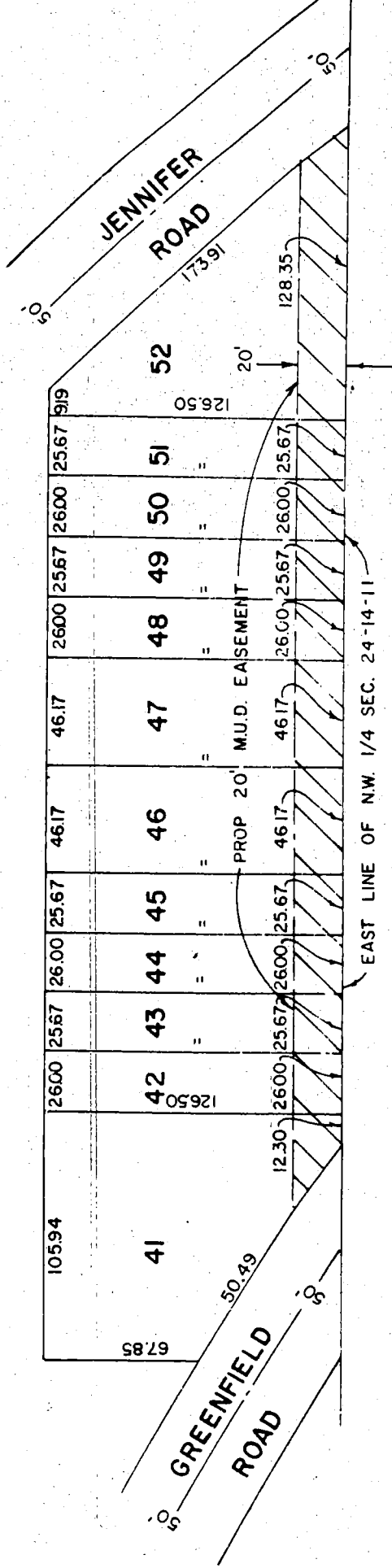
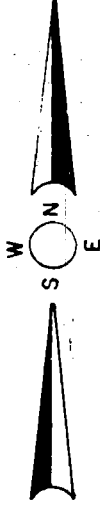


Rec # 037686

Mary E. Hodine
Notary Public

47th 369A

THE MEADOWS REPLAT III



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION FOR **WCC 4994**

LAND OWNER: **GALAXY CONST. CO.**

TOTAL ACRE **0.20**

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY RJD DATE 6-13-74
 CHECKED BY DATE
 APPROVED BY THE DATE 6-13-74
 REVISED BY DATE
 REV APPR BY DATE

UNPLATTED

N.E 1/4 SEC. 24-14-11