

18-75 12

BOOK 527 714 EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 2<sup>nd</sup> day of Oct, 1973, between Louis A. Nigro and Antoinette M. Nigro, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

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

Beginning at a point on the East quarter-section line of the Northwest Quarter (NW¼) of Section Nineteen (19), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, said point being Eighty-five (85) feet South of the North line of said section; thence West a distance of Two Hundred Thirty-Five (235) feet along a line Eighty-Five (85) feet South and parallel to the North line of said section; thence South a distance of Ten (10) feet parallel to the East Quarter-section line of said section; thence East a distance of Two Hundred Thirty-Five (235) feet to the East Quarter-section line along a line Ninety-Five (95) feet South and parallel to the North line of said section; thence North along the East Quarter-section line a distance of Ten (10) feet to the point of beginning; containing Five One-Hundredths (0.05) 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. Grantors, their heirs 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. Nothing herein contained shall be construed as a waiver of any rights of Grantors, 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 Grantors have executed this easement the day and year first above written.


\_\_\_\_\_  
Louis A. Nigro

\_\_\_\_\_  
Antoinette M. Nigro  
Grantors

STATE OF NEBRASKA)  
                                  ) ss  
COUNTY OF DOUGLAS)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Louis A. Nigro and Antoinette M. Nigro, to be personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their voluntary act and deed.

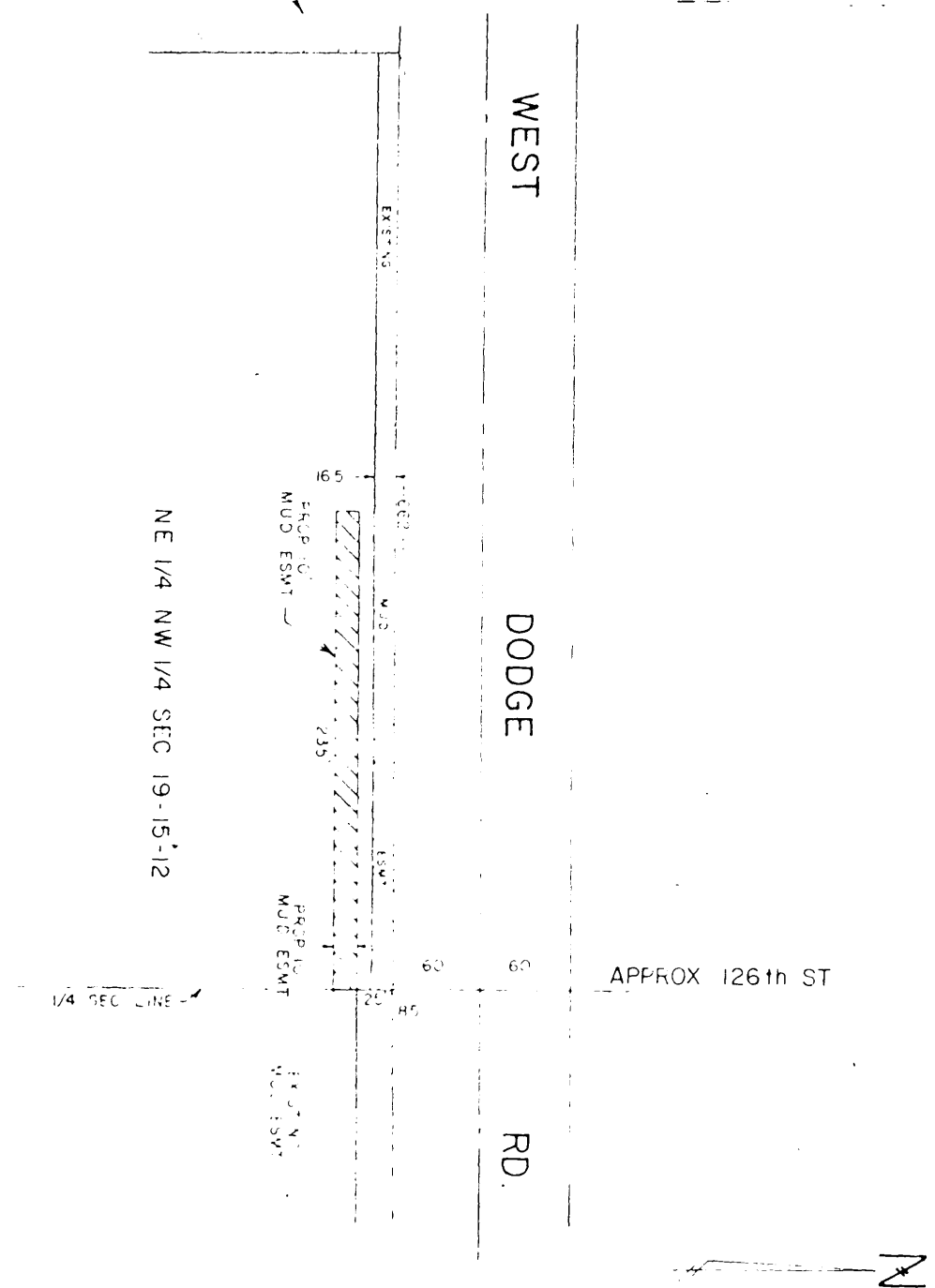
Witness my hand and Notarial Seal the day and year last above written.

 SIBYL TERRELL  
GENERAL NOTARY  
State of Nebraska  
My Commission Expires  
October 16, 1975

Sibyl Terrell  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

EXISTING  
MUD ESWT



39

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
10 DAY OF October 1973 AT 4:11 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

925

DRAWN BY C.J.P.	DATE 9-18-73	RECEIVED BY	DATE
APPROVED BY	DATE	REVIEWED BY	DATE 10-1-73
REV. CHECKED BY	DATE	REV. APPROVED BY	DATE
LEGEND			
EASEMENT ACQUISITION			
LAND OWNER			
METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA			