

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 8 day of September, 1970, between Sanitary and Improvement District No. 188 of Douglas County, Nebraska, 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 for the purpose of ingress and egress to and from a water pipeline, and for the purpose of laying, maintaining, operating, repairing, relaying or removing, at any time, the said pipeline, located within the East Five feet (E5') of Lots Fifty-Eight (58) and Seventy-Three (73), in Regency 1st Addition, immediately adjacent to the right of way herein granted, such right of way being described as follows:

A strip of land Ten feet (10) wide along and adjacent to the east side of Lots Fifty-Eight (58) and Seventy-Three (73) in Regency 1st Addition, an addition in Douglas County, Nebraska.

TO HAVE AND TO HOLD said easement and right of way unto said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. 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 or plantings, which would interfere unduly with the purposes for which this easement is granted, and that they will not permit anyone else 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 any work performed under this easement may have been completed as may be reasonably possible, and shall replace or pay compensation for any plantings or shrubbery or sod which is destroyed or damaged by such work.

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

Attest:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 188 OF DOUGLAS COUNTY, NEBRASKA,  
Grantor

By

John R. Manner  
Chairman

(Seal)  
STATE OF NEBRASKA)

) ss  
COUNTY OF DOUGLAS)

On this 8<sup>th</sup> day of September, 1970, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came John R. Manner, to me personally known to be the Chairman of Sanitary and Improvement District No. 188 of Douglas County, Nebraska, 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 District.

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

Dorothy B. McHenry  
Notary Public

My commission expires the 20<sup>th</sup> day of October, 1971.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,  
3. 8 DAY OF October 1970 AT 10:02 A M. C. HAROLD OSTLER, REGISTER OF DEEDS.