

501-258
259
BOOK 554 PAGE 499EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 21st day of August, 1975, between Northwestern National Bank, 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, a pipeline for the transportation 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:

A strip of land located in Lots 7, 8, 9 and 10, Block 71 of the original City of South ^{Omaha} as now platted and recorded, in Douglas County, Nebraska, described more particularly as follows:

The South Ten (10) feet of the East Sixty-nine (69) feet of Lot Seven (7); also the West Ten (10) feet of the East Sixty-nine (69) feet of the North Fifty (50) feet of Lot Seven (7), Block Seventy-one (71);

The West Ten (10) feet of the East Sixty-nine (69) feet of Lot Eight (8), Block Seventy-one (71);

The West Ten (10) feet of the East Sixty-nine (69) feet of Lot Nine (9), Block Seventy-one (71);

The West Ten (10) feet of the East Sixty-nine (69) feet of the South Fifty (50) feet, also the North Ten (10) feet of the South Fifty (50) feet of the East Fifty-nine (59) feet of Lot Ten (10), Block Seventy-one (71);

All containing a total of Eight One-hundredths (0.08) acre, more or less, 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 strip of land any building or structure, except pavement and other utilities as approved by Grantee, 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 pipeline constructed and maintained hereunder.

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

NORTHWESTERN NATIONAL BANK, Grantor

ATTEST:

By

Title

[Signature]
President

Title

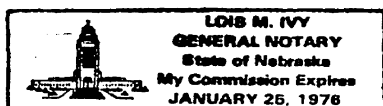


BOOK 554 PAGE 500

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

On this 21 day of August, 1975, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came D. J. Murphy, to me personally known to be the President of Northwestern National Bank, 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 Northwestern National Bank, a corporation.

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



Lois M. Ivy
 Notary Public

ORIGINAL CITY OF SOUTH OMAHA

BOOK 554 PAGE 501



Is

25 TH

ST.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 3rd day of May 1910 - AT 10:52 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS
 70.00

**METROPOLITAN
UTILITIES
DISTRICT**

OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR 2" 15 LB. STEEL

GAS MAIN

LAND OWNER

NORTHWEST NATIONAL

BANK

TOTAL ACRE . 0.08 ±

LEGEND

PERMANENT EASEMENT ☒

PAGE 1 OF 1

DRAWN BY AF DATE 8-18-75
CHECKED BY 470 DATE 8-18-75
APPROVED BY _____ DATE _____
REVISED BY _____ DATE _____
REV. APPROVED BY _____ DATE _____