

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 25 day of October, 1978, between First Federal Savings and Loan Association of Lincoln, a United States 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:

Two strips of land lying in Lots 417, 421, 422, 423, 424 and 425 of Rambleridge Addition, a subdivision, as platted and recorded, in Douglas County, Nebraska, said strips being more particularly described as follows:

A strip of land Five (5) feet wide, lying adjacent and parallel to the Southerly property line of Lot Four Hundred Seventeen (417), said strip being the Southerly Five (5) feet of Lot 417;

A strip of land Five (5) feet wide, lying adjacent and parallel to the Northerly property line of Lots Four Hundred Twenty-one (421), Four Hundred Twenty-two (422), Four Hundred Twenty-three (423), and Four Hundred Twenty-four (424), and Four Hundred Twenty-five (425), said strip being the Northerly Five (5) feet of Lots 421, 422, 423, 424 and 425.

These strips contain a total of Three Hundredths (0.03) 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 do so, to the original contour thereof.

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.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF LINCOLN,
Grantor

ATTEST:

By R. R. Muecke
Title Vice President

Edward J. Weidner
Title Assistant Secretary

(SEAL)

STATE OF NEBRASKA)

) SS

COUNTY OF DOUGLAS)

On this 25 day of October, 1978,
before me, the undersigned, a Notary Public duly commissioned
and qualified for said county, personally came _____

R. P. Maske

to me personally known to be Vice-President
of First Federal Savings and Loan Association of Lincoln, a United States
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.



DAVID A. HENNINGSS
GENERAL NOTARY
State of Nebraska
My Commission Expires
November 1, 1981

David A. Heininger
Notary Public

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U.S. DEPARTMENT OF JUSTICE

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