

EASEMENT

THIS INDENTURE, made this 28th day of September, 1964, between COUNTRY SQUIRES CORPORATION, a Nebraska corporation, with its principal office in Omaha, Nebraska, hereinafter referred to as "Grantor" and Metropolitan Utilities District of Omaha, a municipal corporation, of Douglas County, Nebraska, 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 convey and grant to the Grantee, 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 and supply of gas on, over, through, under and across, and for such purposes to, at all times, enter upon that part of the East one-half (E1/2) of the Northeast Quarter (NE 1/4) of Section Thirteen (13), Township Sixteen (16) North, Range Twelve (12) East of the 6th P. M., Douglas County, Nebraska, lying East of the Chicago, St. Paul, Minneapolis & Omaha Railroad right-of-way in the locations shown on the tentative plat of COUNTRY SQUIRE ESTATES, 2ND ADDITION, attached hereto, made a part hereof, and marked Exhibit "A".

It is further understood and mutually agreed between Grantor and Grantee, that after the final plat of COUNTRY SQUIRE ESTATES, 2ND ADDITION, is recorded in the Office of Register of Deeds, Douglas County, Nebraska, upon request of Grantor, its successors, or assigns, the Grantee, its successors, or assigns, will release and satisfy the foregoing easement and right-of-way, upon tender of a new grant of easement that will effectively convey a valid ten-foot easement and right-of-way, five feet on each side of the centerline of such proposed or laid, if any, pipelines that are shown on Exhibit "A", except any portion of said mains located in then dedicated and accepted as such public roads or streets.

SCHMID, FORD, SNOW, GREEN & MOONEY
ATTORNEYS AT LAW
OMAHA, NEBRASKA 68131

Grantor does confirm with the Grantee and its assigns that it, the Grantor, is the owner of the above-described property and has the right to grant and convey this easement in the manner and form aforesaid, and it and its successors shall warrant and defend this easement to said Grantee and its assigns against the lawful claims and demands of all persons.

All gas lines shall be buried and Grantee and its successors shall cause any trench or other excavations made on the aforesaid realty to be properly refilled and the premises left in a neat and orderly condition following any construction work thereon.

Grantor, its successors or assigns, agree that it will at no time erect, construct, use, or place on or below the surface of said strip of land any building, structure, or pipeline, except pavement, and that it will not permit anyone else to do so during its ownership and control. This is not to prevent the Grantor constructing water mains parallel to the easement area, provided same are not less than a horizontal distance of four (4) feet from the gas main laid hereunder.

In the event the grade and surface elevation in the area granted hereunder is altered so that in the opinion of the Grantee it is necessary to relay or repair said gas main, it will be done by the Grantee but the cost thereof to be paid by the Grantor. However, a change in grade or surface elevation of no more than one (1) foot will not be construed as requiring any relaying of the main. Grantee will not lay any gas main in the easement area lying east of the Chicago, St. Paul, Minneapolis & Omaha railroad right-of-way until notified in writing by Grantor that a final grade has been established in said area.

IN WITNESS WHEREOF, Grantor sets its hand and seal the day and year first above written.

Attest:

Secretary

COUNTRY SQUIRES CORPORATION
By Charles M. Bonser

METROPOLITAN UTILITIES DISTRICT
By [Signature]
General Manager

Attest:
Secretary

SCHMID, FORD, SNOW, GREEN & MOONEY
ATTORNEYS AT LAW
OMAHA, NEBRASKA 68131

BOOK 411 mod 1175

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 28th day of September, 1964, before me, the undersigned, a notary public in and for said County, personally came Charles M. Bonnwell, President of Country Squires Corporation, a Corporation, and Helga M. Bonnwell, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County, the day and year above written.

Mary G. Schmid
Notary Public

Commission expires 7/17/70



RECORDED
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