

THIS INDENTURE, made this 19 day of December, 1967, between N. P. Dodge Company, a Nebraska corporation, as Grantor, and Cardinal Realty Co., Ltd., a co-partnership, 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 the Grantee, its successors and assigns, an easement and right of way at all times to enter upon the lands hereinafter described to lay, maintain, operate, repair, relay, and remove, at any time, pipelines for the service of water and gas and transportation thereof, on, through and under the tract of land described as follows:

The South Thirty-two feet (S.32') of the West One Hundred feet (W.100') of Lot 291, in Cedar Hills, an addition to the City of Omaha, Douglas County, Nebraska.

TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, its successors and assigns.

The Grantor and Grantee do covenant, promise and agree, for themselves, their successors and assigns, as follows:

1. Grantee agrees, for itself, its successors and assigns, that the installation of pipelines under authority of this easement and right of way is and will be for the purpose of furnishing gas and water service to the area described as the

West One Hundred feet (W.100') of the North Three Hundred Fifty feet (N.350') of Lot 291, herein described,

and for no other purpose.

2. Grantee agrees that after installing said pipelines or making any repairs, changes, or alterations thereof, it will restore the surface of the area thereby disturbed, without cost to the Grantor, to its condition existing previous to such installation, repair, or alteration, and that it will make good to the Grantor, its successors or assigns, any damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, gardens or lawns, if any, and shall replace, at its expense, any concrete or hard-surfaced roads or sidewalks so damaged.

3. Grantor, its successors and assigns agree that they will at no time place any building, structure, or pipeline, except pavement, over the said pipelines as they may be located, except upon written permission of the Grantee, its successors or assigns, and that they will not permit anyone else so to do.

4. Grantee, its successors and assigns agree that should future use of the premises over which right of way is hereby granted require the relocation of the pipelines which may have been installed under this agreement, it will pay the full cost of such relocation.

IN WITNESS WHEREOF, the parties have caused this easement and agreement to be signed on the day and year first above written.

Attest:

Raymond L. Hildebrand

Attest:

+ Franky Dawson

N. P. DODGE COMPANY

By N. P. Dodge

CARDINAL REALTY CO., LTD.

By [Signature]

PARTNER

