

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 14 day of November, 1966, between Keith H. Tobias and Adeline R. Tobias, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of mutual benefits to be derived hereunder, do 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, together with the right of ingress and egress to and from the same, on, over and through lands described as follows:

A part of the South Half of the Northeast Quarter (S $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 23, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being a strip of land ten (10) feet wide, the center line of which is described as follows: Commencing at a point which is 996 feet east of and at right angles to the center line of the Chicago and North Western Railway Company's main track and 1,288 feet southeasterly along the center line of said railroad track from the point of its intersection with the north line of the South Half of the Northeast Quarter (S $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 23, thence westerly at right angles to the center line of said railroad track a distance of 265 feet, more or less, to intersection of existing easement for gas main across the South Half of the Northeast Quarter (S $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 23, all as shown on the plat attached hereto, marked "Tract No. 1" 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.

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

1. Grantors, their heirs, grantees 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 that they will not permit anyone else to do so.
2. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.
3. Grantee agrees to bury the pipeline a minimum depth of Thirty (30) inches and to restore the surface of the soil on said land following the installation, maintenance, repair

of removal of its pipeline therein, as soon as may be reasonably possible so to do, to the original contour thereof.

4. Grantors shall have the right, at their expense, to have the grantees change the location of the easement and pipeline in the event that the aforescribed easement conflicts with the use of the land in the future. Grantors agree to give whatever easement is necessary in connection with said change in location of the pipeline.

IN WITNESS WHEREOF, this easement and right of way has been executed the day and year first above written.

Keith H. Tobias

Madeline R. Tobias
GRANTORS

METROPOLITAN UTILITIES DISTRICT
OF OMAHA, Grantee

BY [Signature]
General Manager

Approved as to form
[Signature]
General Counsel

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 14 day of February, 1966, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came KEITH H. TOBIAS and ADELINE R. TOBIAS, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and they acknowledged said instrument to be their voluntary act and deed.

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



Keith H. Tobias
NOTARY PUBLIC

My Commission expires the 15 day of February, 1967.

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

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EASEMENT ACQUISITION

FOR 2" GAS MAIN
JOB NO. G.R.-M. 6094

DRAWN BY _____ DATE OCT 19, 1966
CHECKED BY _____ DATE _____
APPROVED BY _____ DATE _____
REV CK'D BY _____ DATE _____

TRACT NO. 1
OWNED BY KEITH H. TOBIAS and
ADELINE R. TOBIAS

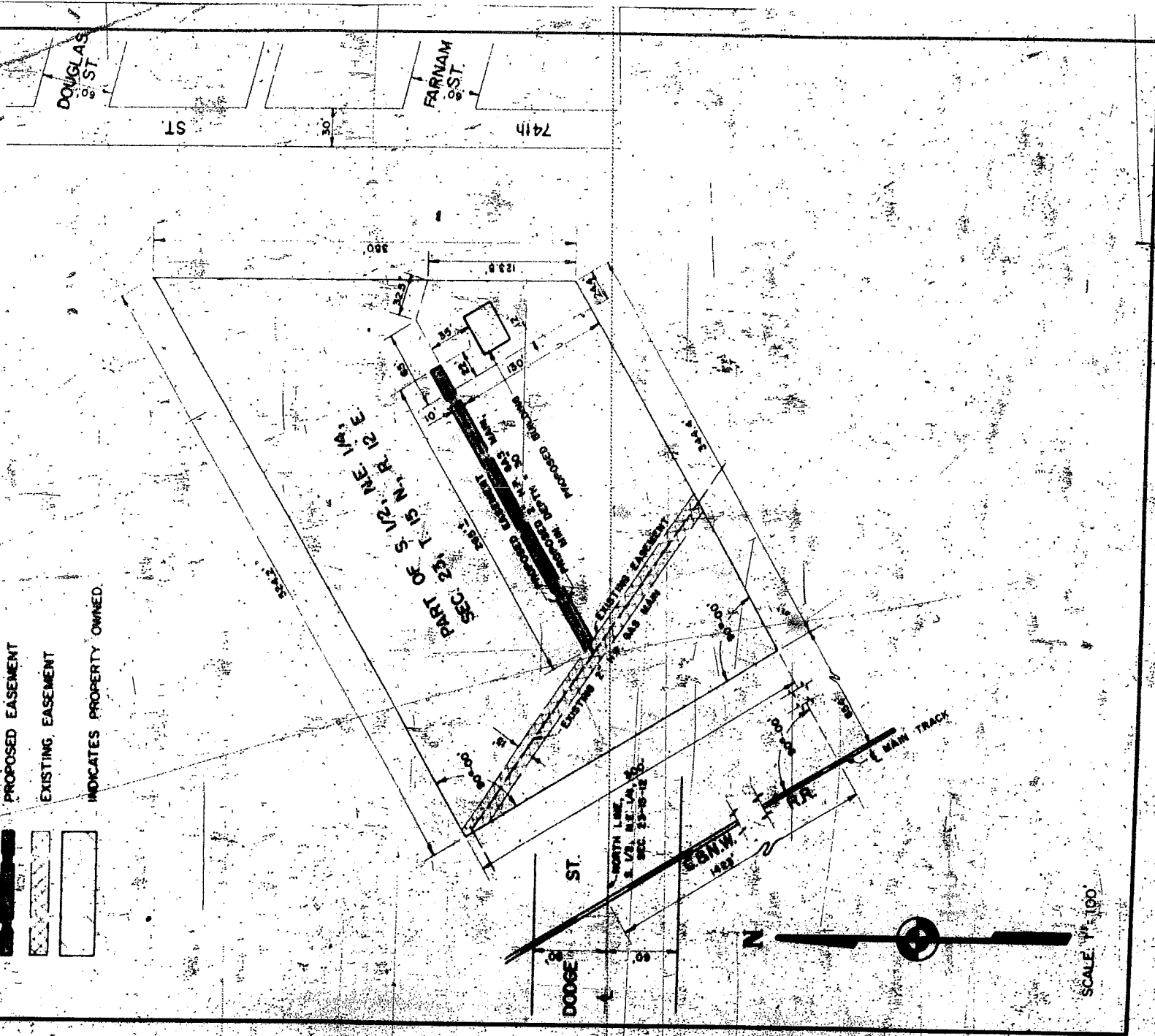
LINEAL FEET 265 FEET MORE OR LESS

LEGEND

PROPOSED EASEMENT

EXISTING EASEMENT

INDICATES PROPERTY OWNED.



THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOWN AS COUNTY CLERK

1967 FEB 14 PM 2 16

RECEIVED

Morse
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THE STATE OF MASSACHUSETTS
COUNTY OF [unclear]
[unclear] of the County of [unclear]
do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of [unclear]
[unclear] of the County of [unclear]
[unclear] of the County of [unclear]

MAILED
18th Nov 1967
G.P.M.P. [unclear]
23-15-12
33-15-12