

BOOK

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81-470-1

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 21st day of April, 1975, between Leach & Arnold Homes of Nebraska, Inc., a Nebraska 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 transmission 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:

Several tracts of land lying in Lots 25, 29, 30, 38, 40, and 42, and 44, Glenbrook Addition, as now platted and recorded, a subdivision in Douglas County, Nebraska, being more particularly described as follows:

The East Five (5) feet of Lot Twenty-five (25);

The West Five (5) feet of Lot Twenty-nine (29);

The West Five (5) feet of Lot Thirty (30);

A strip of land Five (5) feet wide running along and parallel to the Easterly property line of Lot Thirty-eight (38), said strip being the Easterly Five (5) feet of Lot 38;

A strip of land Five (5) feet wide running along and parallel to the Southerly property line of Lot Forty (40), said strip being the Southerly Five (5) feet of Lot 40;

A strip of land Five (5) feet wide running along and parallel to the Westerly property line of Lot Forty-two (42), said strip being the Westerly Five (5) feet of Lot 42;

The Northerly Five (5) feet of the Westerly Five (5) feet of Lot Forty-four (44);

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 tracts 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 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.

WITNESS:

LEACH & ANNOLD HOMES OF NEBRASKA, INC.,
a Nebraska corporation, Grantor

Catherine D. Niday

By _____
Title _____

(initials)

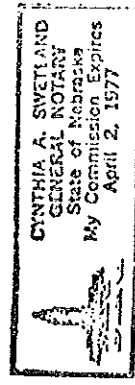
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STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 3rd day of December, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Robert B. Muckelbauer, to me personally known to be the Vice President of Leach & Arnold Homes of Nebraska, Inc., a Nebraska 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 on the day and year last above written.



Cynthia A. Swetland
Notary Public

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