

81 - 465

EASEMENT AND RIGHT OF WAY BOOK 532 PAGE 611

THIS INDENTURE, made this 19th day of September, 1973, between Dodge Investments, Limited 7204, a Nebraska limited partnership, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the 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 water and gas, and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, and through lands described as follows:

Two tracts of land lying in Lots One Hundred Sixty (160) and "K" of Glenbrook Addition, as now platted and recorded, a subdivision in Douglas County, Nebraska, being more particularly described as follows:

The South Fifty (50) feet of the East Five (5) feet of Lot One Hundred Sixty (160);

The North Fifty (50) feet of the East Five (5) feet of Lot "K";

Said tracts containing a total of One One-hundredth (0.01) 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.

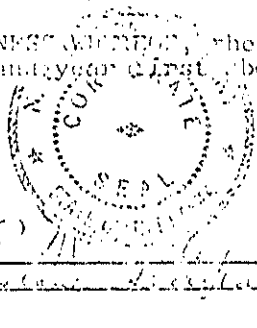
1. Grantor, its successors or assigns agree that they will at no time erect, construct or place on or below the surface of said tracts of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

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 water main or gas main 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:



DODGE INVESTMENTS, LTD. 7204, a Nebraska Limited Partnership, Grantor, By: N. P. Dodge Company, General Partner

By R. H. Abernathy, Jr. Title R. H. Abernathy, Jr. Vice President

STATE OF NEBRASKA) ss COUNTY OF DOUGLAS)

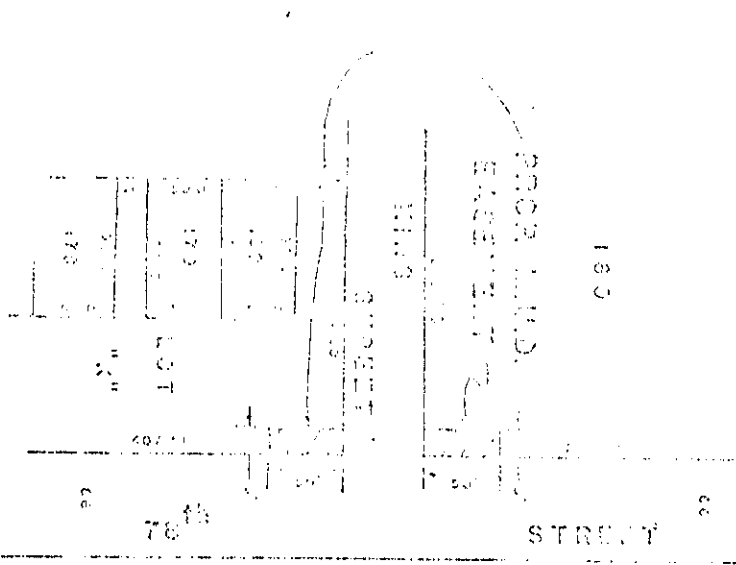
On this 19th day of September, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came R. H. Abernathy, Jr., to me personally known to be Vice President of N. P. Dodge Company, General Partner of Dodge Investments, Limited 7204, a Nebraska limited partnership, 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 partnership.

Witness my hand and seal the day and year last above written.

My commission expires April 22, 1977.

[Signature] Notary Public

532 012



ALL LOTS SHOWN ARE IN
GLEN BROOK ADDITION

SW 1/4 Sec 1
 SEC. 20-16-12



[Handwritten signature] Surveyor General, State of Iowa
 I hereby certify that the above is a true and correct copy of the original filed in my office.

FILE NO.	100-100000-100000
DATE	10-1-12
BY	J. H. [Name]
REMARKS	

025A

11-10-12

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