

EASEMENT AND RIGHT OF WAY

#11-75

THIS INDENTURE, made this 26th day of May, 1976, between PIEDMONT, LTD., 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 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 transportation of gas and water, 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 strips of land lying in Lots 1, 7, 8, 9, 12, 13, 19, 20, 21, 22, and 23 of Piedmont Replat, a subdivision, as now platted and recorded, in Douglas County, Nebraska, said strips being more particularly described as follows:

The Southerly Five (5) feet of Lot One (1), lying along and parallel to the right-of-way line of Jones Circle;

The Northerly Five (5) feet of Lots Seven (7), Eight (8), and Nine (9), lying along and parallel to the right-of-way line of Jones Circle;

The Southerly Five (5) feet of Lot Twelve (12), lying along and parallel to the right-of-way line of Leavenworth Circle;

The Southeasterly Five (5) feet of Lot Thirteen (13), lying along and parallel to the right-of-way line of Leavenworth Circle;

The Northerly Five (5) feet of Lots Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), and Twenty-three (23), lying along and parallel to the right-of-way line of Leavenworth Circle;

These strips contain a total of One-tenth (0.10) 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, constructor place on or below the surface of said strips 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.

PIEDMONT, LTD., a Nebraska Limited Partnership, Grantor

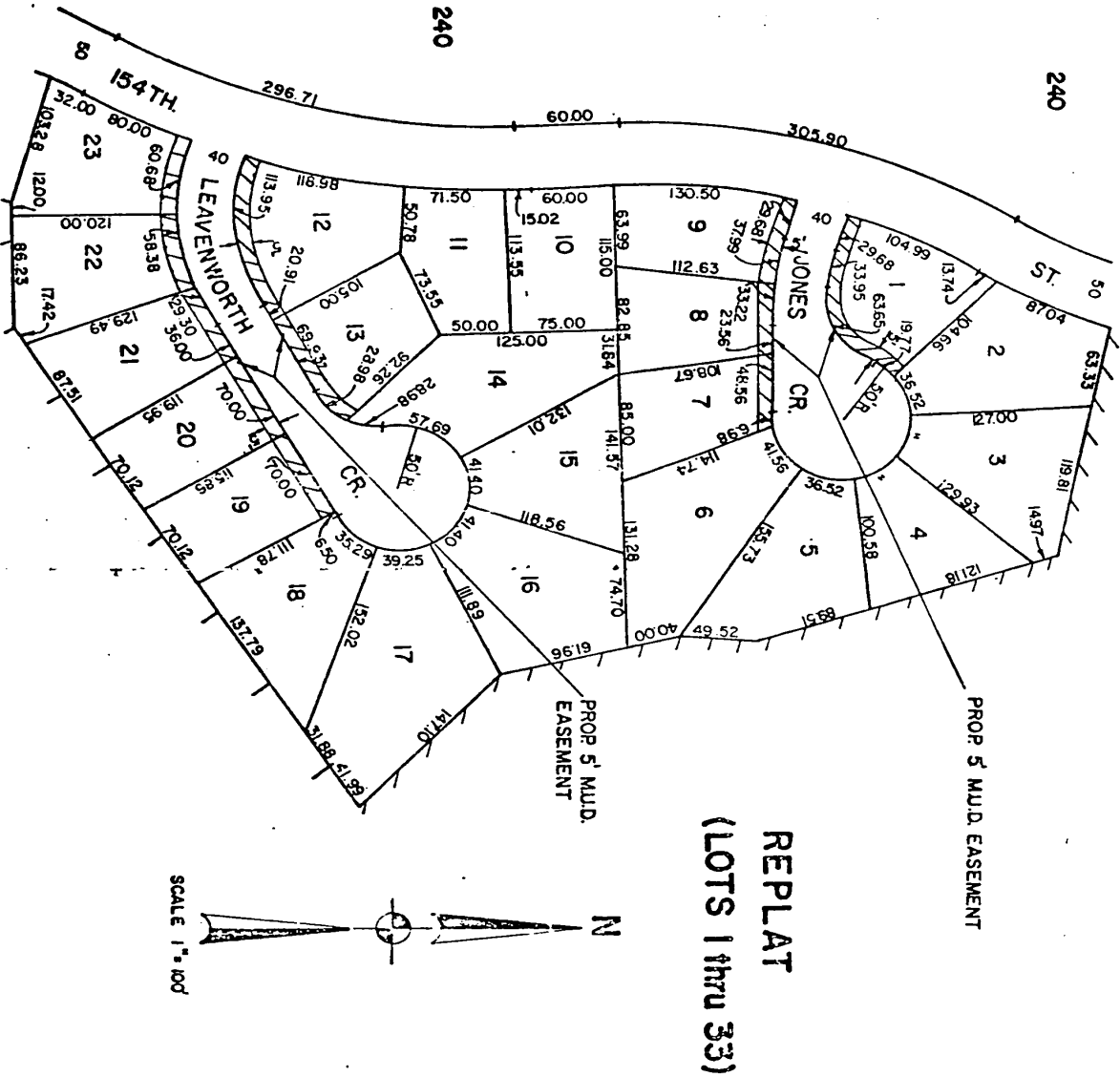
WITNESS:

By Richard E. Cohen
Title //////////

By Frank Krueger
Title General Partner

(SEAL)

PIEDMONT



DRAWN BY <u>L.V.S.</u> DATE <u>3-15-75</u> CHECKED BY <u>A.F.</u> DATE <u>3-16-75</u> APPROVED BY <u>[Signature]</u> DATE <u>3-16-75</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV. BY _____ DATE _____	PAGE 1 OF 1	LAND OWNER _____ REGENCY BUILDERS, INC. EASEMENT ACQUISITION FOR WCC 5234 GCC 7682	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
TOTAL ACRES 0.10 PERMANENT EASEMENT <input checked="" type="checkbox"/>		LEGEND	

RECEIVED
 1976 AUG 13 AM 10:55
 C. HAROLD CASTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

STATE OF NEBRASKA
 Douglas County

Entered in Numerical Index and filed for Record in the office of the Register of Deeds of said County and recorded in Book 568 of 568 pages.

C. Harold Castler
 REGISTER OF DEEDS

Deputy _____
 Fee 9.75-68
 9678