

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 28th day of Sept., 1984, between TOWER INVESTMENTS, INC., a Nebraska Corporation, and CANIGLIA BUILDERS, a Nebraska Corporation, 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 the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, 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, pipelines for the transportation of gas and water and all appurtenances thereto, including but not limited to valve boxes flush with the ground surface and five fire hydrants, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Several tracts in The Abbey, a subdivision, as surveyed, platted and recorded in Douglas County, the same being a replat of Lots 229, 230, 231, and 403, Candlewood, an addition in Section 18, Township 15 North, Range 12, East of the 6th P.M., in said county and more particularly described as follows:

The easterly and southeasterly ten (10) feet of Lot One (1).

The easterly ten (10) feet of Lots Three (3) through Eight (8).

The northeasterly ten (10) feet of Lot Nine (9).

The northerly ten (10) feet of Lots Ten (10) and Eleven (11).

The northwesterly ten (10) feet of Lot Twelve (12).

The westerly ten (10) feet of Lots Thirteen (13) through Seventeen (17).

The southwesterly ten (10) feet of Lot Eighteen (18).

The southerly and westerly ten (10) feet of Lot Twenty (20).

The easterly ten (10) feet of Lots Twenty-One (21) through Twenty-four (24).

The westerly ten (10) feet of Lots Twenty-five (25) through Twenty-eight (28).

The easterly and northerly ten (10) feet of Lot Twenty-nine (29) and a triangular tract of land in said Lot beginning at a point ten (10) feet west of the southeast corner of the Lot measured along south property line of the Lot, the legs of said triangular tract are five (5) feet long measured west along the south property line of the Lot and north along a line ten (10) feet west of the east property line of the Lot and measured at right angles to the east property line of the Lot.

The easterly ten (10) feet of Lots Thirty-one (31) through Thirty-four (34).

The southeasterly ten (10) feet of Lot Thirty-five (35).

The southerly ten (10) feet of Lots Thirty-seven (37) through Thirty-nine (39).

The westerly ten (10) feet of Lot Forty-one (41).

The westerly and southerly ten (10) feet of Lot Forty-two (42) running parallel and adjacent to 131st Plaza, Irving Plaza and Hawthorne Court.

The southerly ten (10) feet of Lot Forty-three (43) running parallel and adjacent to Hawthorne Court.

The southerly ten (10) feet of Lots Forty-four (44) through (46).

The northerly ten (10) feet of Lots Forty-seven (47) and Forty-eight (48).

The westerly and northerly ten (10) feet of Lot Forty-nine (49) running parallel and adjacent to Irving Plaza and Hawthorne Court.

The southerly ten (10) feet of Lots Fifty (50) and Fifty-one (51).

Beginning at the south corner of Lot Fifty-two (52), thence northwesterly along the northerly property line of Irving Plaza (Out Lot "D") a distance of eighty-two (82) feet to the west corner of Lot Fifty-two (52), thence northeasterly along the northwesterly property line of Lot Fifty-two (52) a distance of ten (10) feet, thence southeasterly along a straight line to a point on the southeasterly property line of Lot Fifty-two (52), said point is thirty (30) feet northeasterly from point of beginning measured along the southeasterly property line of Lot Fifty-two (52), thence southwesterly along the southeasterly property line of Lot Fifty-two (52), a distance of thirty (30) feet to the point of beginning.

The westerly ten (10) feet of Lots Fifty-eight (58) through Sixty (60).

The northerly and westerly ten (10) feet of Lot Sixty-three (63) and a triangular tract of land in said Lot beginning at a point ten (10) feet east of the southwest corner of the Lot measured along the south property line of the Lot, the legs of said triangular tract are five (5) feet long measured east along the south property line of the Lot and north along a line ten (10) feet east of the west property line of the Lot and measured at right angles to the west property line of the Lot.

The easterly ten (10) feet of Lots Sixty-four (64) through Sixty-six (66).

The westerly ten (10) feet of Lots Sixty-seven (67) through Sixty-nine (69).

All of Out Lots "A", "D" and "E".

The southerly ten (10) feet of Out Lot "B" running parallel and adjacent to 131st Court and 131st Plaza.

The northerly ten (10) feet of Out Lots "C" and "F" running parallel and adjacent to 131st Court and 131st Plaza.

Said tracts are shown on the attached plat which is made a part hereof by this reference.

Said tracts contain 3.05 acres, more or less.

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. The Grantors agree that neither they nor their successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, except pavement, and they will not give anyone else permission to do so.

2. The 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 the Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. It is further agreed the Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The persons executing this instrument represent they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor Corporations.

IN WITNESS WHEREOF, the Grantors have caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.



(CORPORATE SEAL)

TOWER INVESTMENTS, INC.,
A Nebraska Corporation, and
CANIGLIA BUILDERS, a Nebraska
Corporation, Grantors

TOWER INVESTMENTS, INC., A
Nebraska Corporation,

By: John J. Maloney, President

and

ATTEST:

Lee Richardson

(CORPORATE SEAL)

CANIGLIA BUILDERS, a
Nebraska Corporation,

ATTEST:

By Samuel T. Caniglia
Samuel T. Caniglia, President

[Signature]

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 28th day of September, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally came John T. Maloney, President of Tower Investments, Inc., a Nebraska Corporation, to me personally known to be the same, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer, and the voluntary act and deed of said Corporation.

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



THOMAS M. HESER
GENERAL NOTARY State of Nebr.
My Comm. Exp. Nov. 16, 1986

Thomas M. Heser
Notary Public

My Commission expires: Nov. 16, 1986

ACKNOWLEDGMENT

On this 28th day of September, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally came Samuel T. Caniglia, President of Caniglia Builders, a Nebraska Corporation, to me personally known to be the same, and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such officer, and the voluntary act and deed of said Corporation.

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



THOMAS M. HESER
GENERAL NOTARY State of Nebr.
My Comm. Exp. Nov. 16, 1986

Thomas M. Heser
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