

EASEMENT AND RIGHT OF WAY

46-476

THIS INDENTURE, made this 1st day of August, 1973, between Viking Construction, Inc., a 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 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:

A tract of land lying in Lot Seven (7) of The Meadows, as now platted and recorded, a subdivision in Sarpy County, Nebraska, being more particularly described as follows:

Beginning at the Northwest corner of Lot Seven (7), thence Northeasterly along the Northwest property line of Lot Seven (7) a distance of Eighteen (18) feet, more or less, thence along a straight line a distance of Fifty (50) feet, more or less, to a point on the West property line of Lot Seven (7), thence Northwesterly along the West property line of Lot Seven (7) a distance of Thirty-eight (38) feet, more or less, to the point of beginning; this tract 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 tract 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 gas main or water 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.



VIKING CONSTRUCTION, INC.,
Grantor

By Eric Dahlbeck
Title Pres.

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

FILED FOR RECORD 8-9-73 AT 8:00 P.M. IN BOOK 46 OF Miss Recs.
PAGE 476 Carl L. Hillebo REGISTER OF DEEDS, SARPY COUNTY, NEB. 625

On this 1st day of August, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Eric Dahlbeck, to me personally known to be the President of Viking Construction, Inc., a 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 the day and year last above written.



SALLY A. BERGEI
GENERAL NOTARY - State of Nebr.
My Commission Expires
October 28, 1974

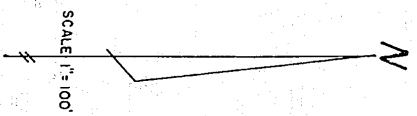
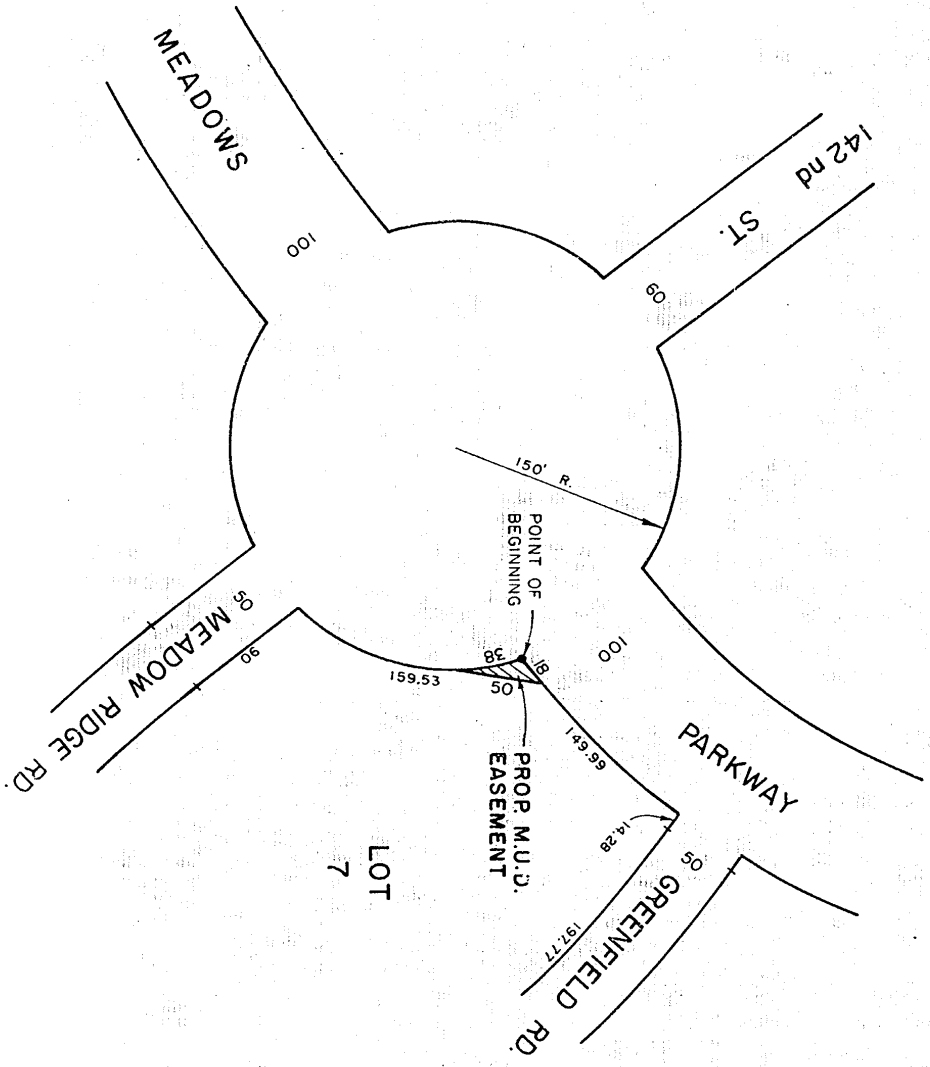
Sally A. Bergei
Notary Public

My commission expires the 28th day of October, 1974.

Rec # 029464

46-476A

THE MEADOWS



DRAWN BY LLJ DATE 7-21-73
 CHECKED BY LLJ DATE 7-21-73
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____

LAND OWNER VIKING
 CONST. INC. _____
 ACRE: PERMANENT 0.01
 LEGEND
 PERMANENT EASEMENT

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA
 EASEMENT ACQUISITION
 FOR WCC 4596-1