

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 15th day of NOVEMBER, 1988, between WESTGATE PLAZA, 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 Two Dollars (\$2.00) 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, including but not limited to five (5) valve boxes and one (1) fire hydrant, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in the Southwest Quarter of Section Eleven (11), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska, and described as follows:

A five (5) foot by 45.60 foot strip of land with the five (5) foot edge abutting Lot 114, Diamond Head, and the 45.60 foot edge abutting Corby Street.

Said tract is shown on the drawing attached hereto and made a part hereof by this reference.

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 Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said easement tract any building or structure, except pavement, storm sewers, sanitary sewers and improvements by other utilities, and it 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 Grantor, 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 Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its 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.

RECEIVED
868 NOV 17 PM 2 08
GEORGE J. BULLOCK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

868 11-15-11 EP C/O FEE 15.00
676-678 11-15-11 DEL IN MC WC
THURSDAY SC FEB 01-1989

19318
bury

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Corporation.

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

WESTGATE PLAZA, INC.,
a Nebraska Corporation,
Grantor

WESTGATE PLAZA, INC.,
a Nebraska Corporation,
Grantor

(Corporate Seal)

ATTEST:

By: Franklin P. Rogers, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

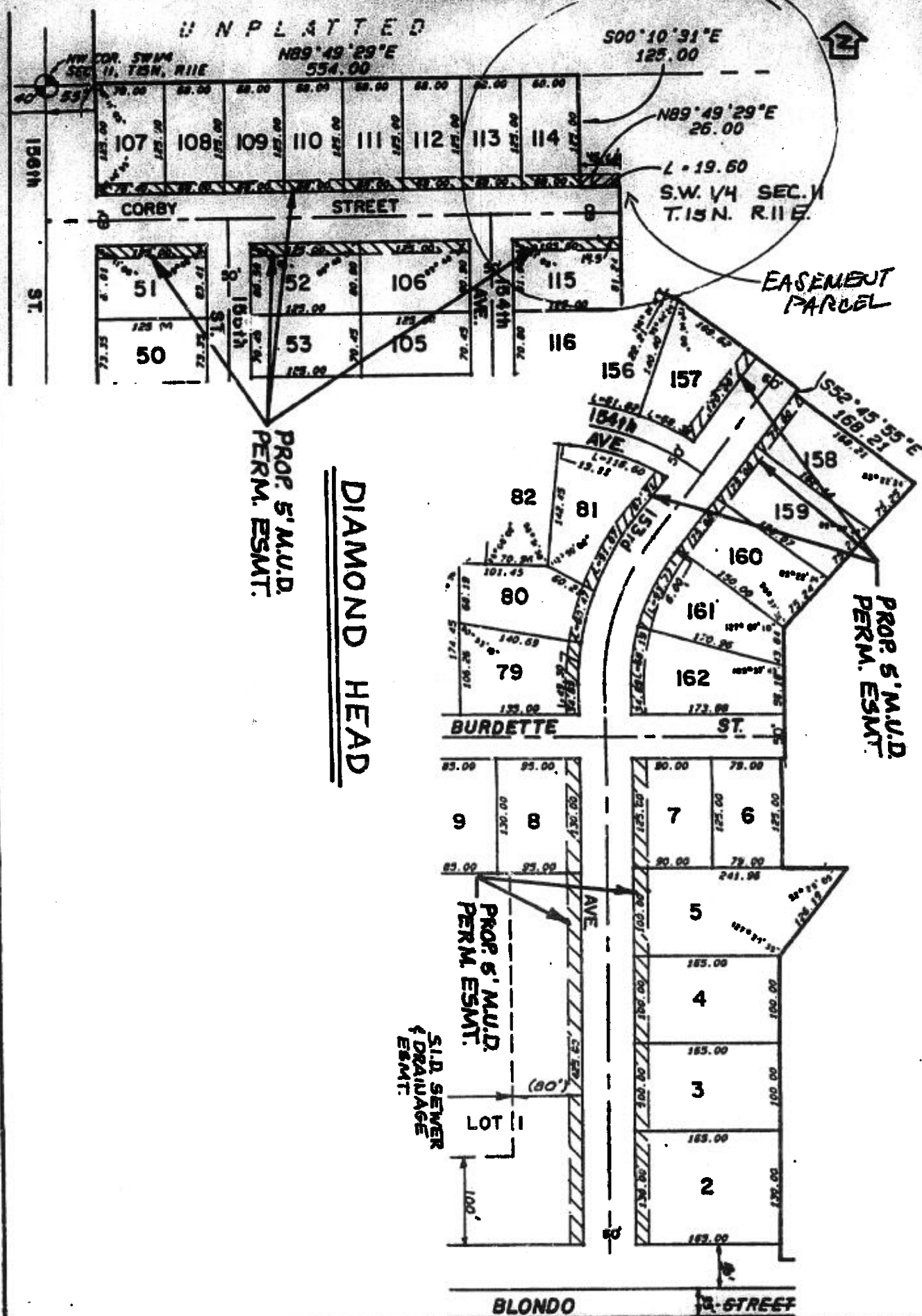
On this 15 day of November, 1988, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Franklin P. Rogers, President of Westgate Plaza, Inc., a Nebraska Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument, and 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.

Red J. Mota
Notary Public

My Commission expires: May 24, 1990.





DRAWN BY MM DATE 8-31-88
 CHECKED BY MM DATE 8-31-88
 APPROVED BY MM DATE 8-31-88
 REVISED BY MM DATE 8-31-88
 REV. CHK'D BY MM DATE 8-31-88
 REV. APPROV. BY MM DATE 8-31-88

PAGE / OF /

LEGEND
 PERMANENT EASEMENT

TOTAL ACRE 0.354

LAND OWNER
 MERRITT PLAZA INC.
 FRANK ROGERS,
 PRESIDENT

EASEMENT
 ACQUISITION
 FOR W.C.C. 4451
 W.C.P. 4450 & 4451

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA