

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 15 day of JUNE, 1973, between Gindy, Inc., a corporation, 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:

A tract of land located in Lot Twenty-five (25), Harold Square Addition, as now platted and recorded, a subdivision in Sarpy County, Nebraska, being more particularly described as follows:

Beginning at the Southeast corner of Lot Twenty-five (25), thence Northerly along the East property line a distance of Ten (10) feet, thence Southwesterly along a straight line a distance of Thirteen (13) feet, more or less, to a point on the South property line of Lot Twenty-five (25), said point being Ten (10) feet Southwest of the Southeast corner, thence Easterly along the South property line of Lot Twenty-five (25), a distance of Ten (10) feet to the point of beginning, containing a total of Eleven Ten-thousandths (.0011) 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 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.


ATTEST:
Flora Citta
Title Secretary
(Corporate Seal)

GINDY, INC., Grantor
By Harold Citta
Title President

STATE OF NEBRASKA)
COUNTY OF SARPY) ss

FILED FOR RECORD 8-15-73 AT 8:00 AM IN BOOK 46 OF Mac Book 625
PAGE 495 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB.

On this 15 day of JUNE, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Harold Citta, the President of Gindy, Inc., a corporation, whose name is attested 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.

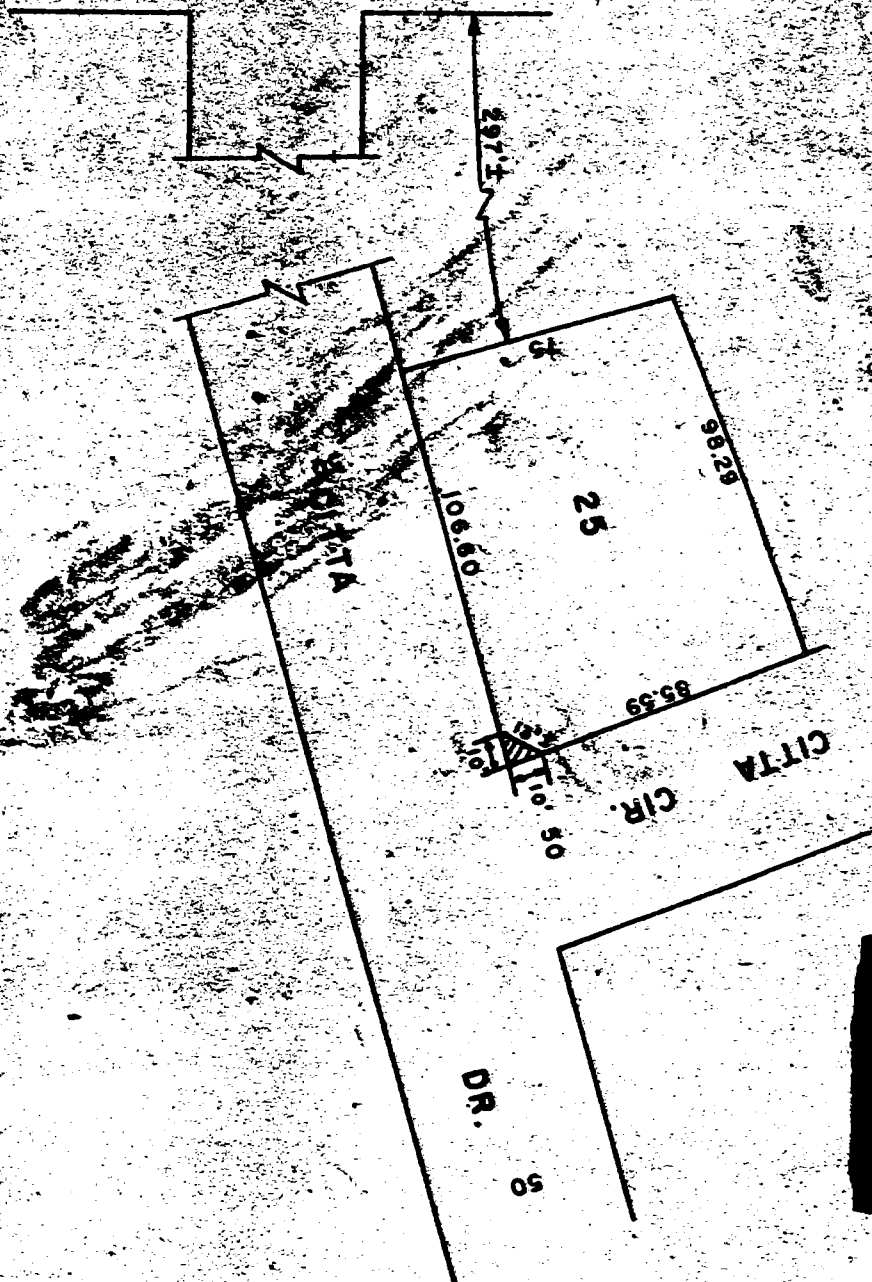
Witness my hand and Notarial Seal on the day and year last above written.

See # A 029677
My commission expires the 9 day of MAY, 1974
Notary Public

46-4800

HAROLD SQUA



CEDAR ISLAND RD.



DRAWN BY LAND DATE 2-12-73
CHECKED BY HL DATE 3-15-73
APPROVED BY Q1R DATE 3-16-73
REVISED BY _____ DATE _____
REK CND BY _____ DATE _____

LAND OWNER GINDY
INC.
ACRE PERMANENT COIL INC.
PERMANENT EASEMENT 222
LESSOR

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA
EASEMENT
ACQUISITION
FOR WCO 4734