FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002 4 3 5 4 1
2002 OCT 30 A 11: 51 P

REGISTER OF DEEDS

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 21st day of October, 2002, between DODGE LAND CO., a Nebraska Corporation, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Political Subdivision, ("Grantee"),

WITNESS:

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, a non-exclusive permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

NON-EXCLUSIVE PERMANENT EASEMENT

A tract of land in Millard Park South, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and being described as follows:

The easterly ten feet (10') of the westerly thirty feet (30') of Lots 310 through 329, Lots 124 through 131 and Lot 8;

-AND-

The southerly ten feet (10') of Lots 255 through 272 and Lots 307 through 310.

This permanent easement contains 0.8179 of an acre, more or less, and is shown on the drawings attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

- 1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.
- 2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
- 3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

Return to: Susan Flazan 43541

1088 MUD.

1723 Harrey Steet

Omala, NE 68102

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- 4. The Grantor is a lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance, excluding therefrom the legal effect of easements of record on the date of execution hereof.
- 5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

DODGE LAND CO., a Nebraska Corporation, Grantor

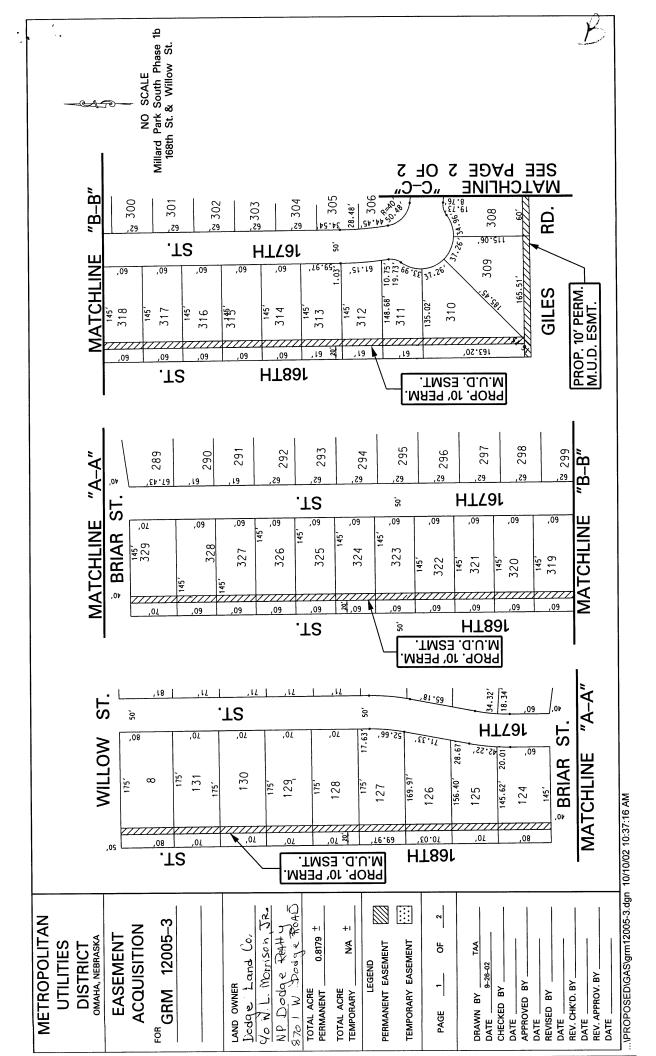
By: W. Morrisko Jr. President

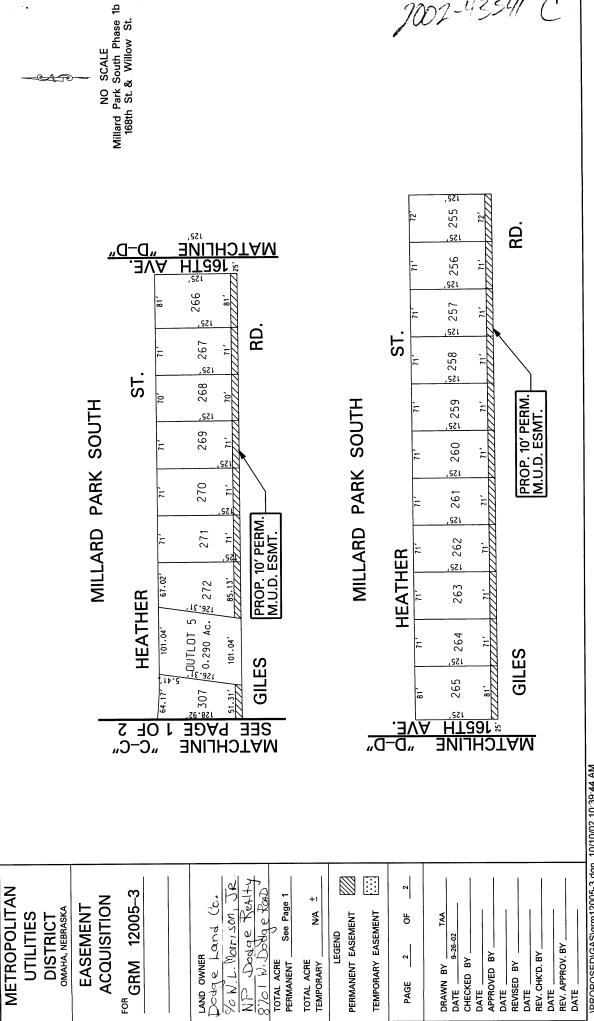
ACKNOWLEDGMENT

STATE OF NEBRASKA)) ss COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 2002, by W. L. Morrison, Jr., President of Dodge Land Co., a Nebraska Corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebrasia SCHESTY J. GREGATH My Comm. Exp. Jen. 25, 2004





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