

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this _____ day of _____, 1985, between NOVOTNY BUILDERS, INC., a Nebraska Corporation, and PICKARD SCHOOL SQUARE TOWNHOMES ASSOCIATION, INC., a Nebraska Non-profit 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, gas pipeline for the transportation of gas and all appurtenances thereto, including but not limited to gas meters at the buildings, 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 Lots Five (5), Six (6), Seven (7), ^{88/85} Eight (8) and Nine in Pickard School Square, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and more particularly described as follows:

The north ten (10) feet of Lot Five (5).

The north ten (10) feet and the south forty-four (44) feet of the east ten (10) feet of Lot Six (6).

The north ten (10) feet and the south forty (40) feet of the north fifty (50) feet of the east ten (10) feet of Lot Seven (7).

The north ten (10) feet and the south forty (40) feet of the north fifty (50) feet of the east nine (9) feet of Lot Eight (8).

All of Lot Nine (9).

Said tracts are shown on the attached plat which is made a part hereby of 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 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 neither will they give anyone else permission to do so.
2. The Grantee shall restore the surface of the ground excavated 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.

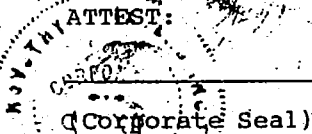
NOVOTNY BUILDERS, INC., a
Nebraska Corporation, and
PICKARD SCHOOL SQUARE TOWNHOMES
ASSOCIATION, INC., a Nebraska
Non-profit Corporation, Grantors

NOVOTNY BUILDERS, INC., a
Nebraska Corporation

By: *Irving Novotny*
President

PICKARD SCHOOL SQUARE
TOWNHOMES ASSOCIATION, INC.,
a Nebraska Non-profit Corporation

By: *Irving Novotny*
President

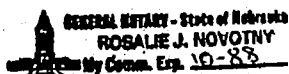


ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 2 day of Jul, 1986, before me, the undersigned, a Notary Public in and for said State and County, personally came *Irving Novotny*, to me personally known to be the President of NOVOTNY BUILDERS, INC., a Nebraska corporation, 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 individuals 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.



Rosalie J. Novotny
Notary Public

My Commission expires: 10-25-88.


ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

On this 2 day of Jul, 1986, before me, the undersigned, a Notary Public in and for said State and County, personally came *Irving Novotny*, to me personally known to be the President of PICKARD SCHOOL SQUARE TOWNHOMES ASSOCIATION, INC., a Nebraska non-profit corporation, 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.

 GENERAL NOTARY - State of Nebraska
ROSALIE J. NOVOTNY
My Comm. Exp. 10-58

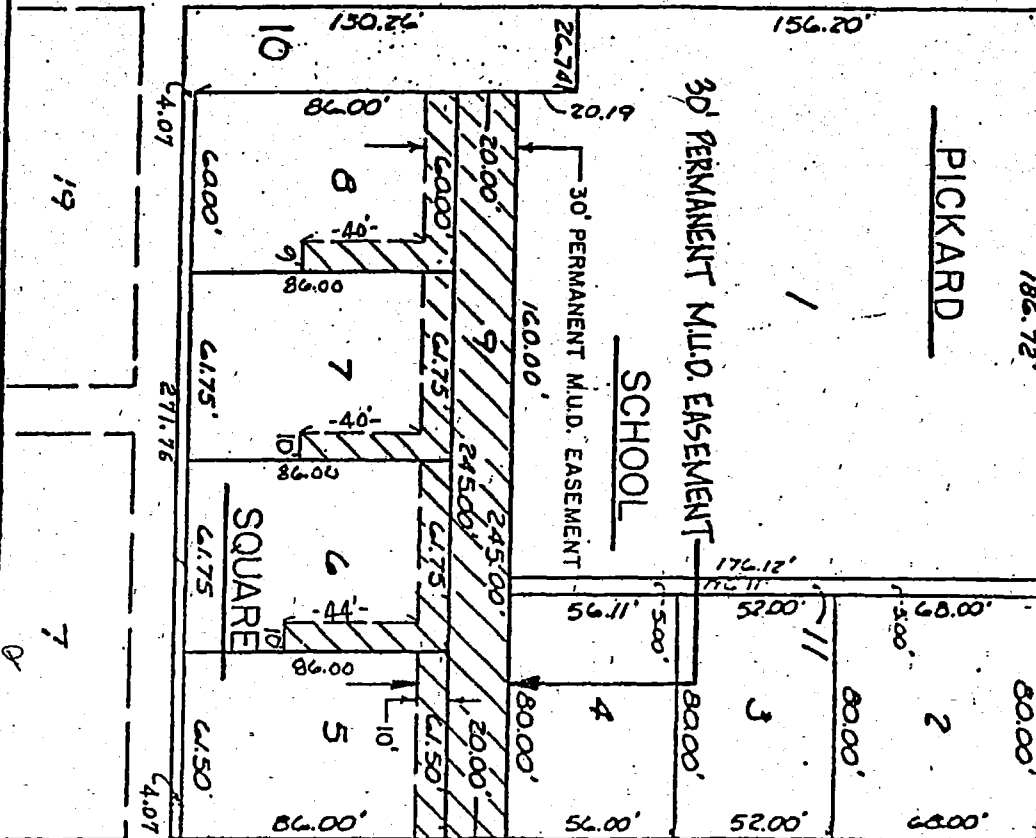

Notary Public

My Commission expires: Oct 25, 1958

63rd

BOOK 765 PAGE 208

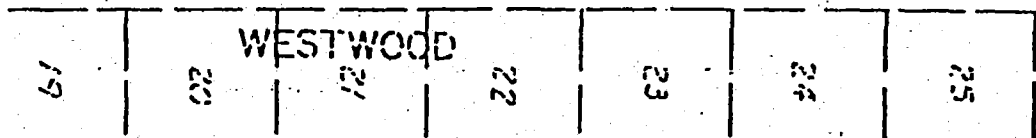
STREET



62nd

BK 765 Del Val N 88-87P Fee 22.50
PG 205 Indx 11/12 88-85L MC Rn
OF Missa Comp 1/11 Comp 1/11

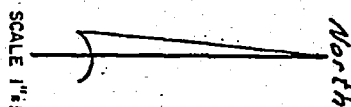
STREET



RECEIVED

1986 FEB 14 PM 2:40

GEORGE J. EUGLEWICZ
REGISTERED PLATTEAU
DOUGLAS COUNTY, NEBR.



SCALE 1"=50'

DRAWN BY SG DATE 11-19-85
CHECKED BY SG DATE 11-19-85
APPROVED BY SG DATE 11-19-85
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

PAGE 1 OF 1

LEGEND
PERMANENT EASEMENT ZZ

TOTAL ACRE _____

LAND OWNER _____
INDOTAN BUILDERS,
INC., ETAL

EASEMENT
ACQUISITION
FOR S.M. 9130

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA