

8-2537

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EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 11<sup>th</sup> day of October, 1973, between Dodge Investments, Ltd. 7204, a Nebraska limited partnership, and Leach & Arnold Homes of Nebraska, Inc., a Nebraska corporation, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, subject to the limitations and restrictions hereinafter noted, a non-exclusive easement and right of way to lay, maintain, operate, repair, relay and remove, at any time, pipe lines for the transmission of 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:

Lots 1 through 74, inclusive, in Woodgate, a subdivision in Douglas County, Nebraska, being a replat of Lots 1 through 4, inclusive, in Glenbrook a subdivision, 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. Grantee agrees, for itself, its successors and assigns, that the installation of pipelines under authority of this easement and right of way, is and will be for the purpose of furnishing gas service to the above described area and for no other purpose.

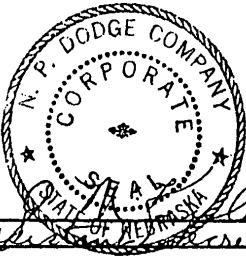
2. Grantee understands that grantor is in the process of constructing dwelling units on said premises in accordance with a Planned Unit Development plan which has been approved by the City Council of the City of Omaha, a copy of which plan showing the location of all said dwelling units and related structures is attached hereto and marked Exhibit "A" and by this reference incorporated herein. Grantee by accepting this easement covenants and agrees that none of said pipelines shall be constructed and/or installed over, on, under, or across any portion of said premises occupied or to be occupied by said dwelling units and/or related structures (the terms "dwelling units and/or related structures" shall include townhomes, garages, a clubhouse, and swimming pool, but shall not include adjacent walks, driveways, parking areas, or streets).

3. Grantors, their successors or assigns agree that they will at no time place any building or structure, except pavement, over the said pipelines as they may be located and that they will not permit anyone else to do so.

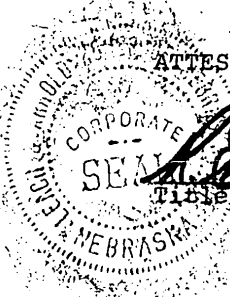
4. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

5. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of Grantee respecting the ownership, use, operations, extensions and connections to any gas service constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have caused this easement to be signed on the day and year first above written.

WITNESS:   
*Lee M. [Signature]*  
 Title Assistant Secretary  
 (SEAL)

DODGE INVESTMENTS, LTD. 7204,  
 a Nebraska Limited Partnership,  
 Grantor  
 BY: *N.P. Dodge, Jr.*  
 Title Vice President  
 N. P. Dodge Company, General Partner

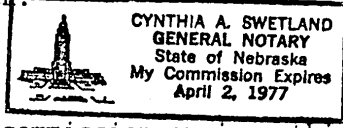
ATTEST:   
*[Signature]*  
 Title Assistant Secretary  
 (SEAL)

LEACH & ARNOLD HOMES OF NEBRASKA, INC.  
 a Nebraska corporation, Grantor  
 BY: *Eugene E. Arnold*  
 Title President

STATE OF NEBRASKA )  
 ) ss  
 COUNTY OF DOUGLAS )

On this 11<sup>th</sup> day of October, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came N.P. Dodge, Jr., to me personally known to be Vice President of N. P. Dodge Company, General Partner of Dodge Investments, Ltd. 7204, a Nebraska limited partnership 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 partnership.

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



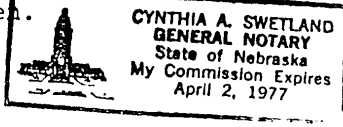
*Cynthia A. Swetland*  
 Notary Public

My commission expires this 2nd day of April, 1977.

STATE OF NEBRASKA )  
 ) ss  
 COUNTY OF DOUGLAS )

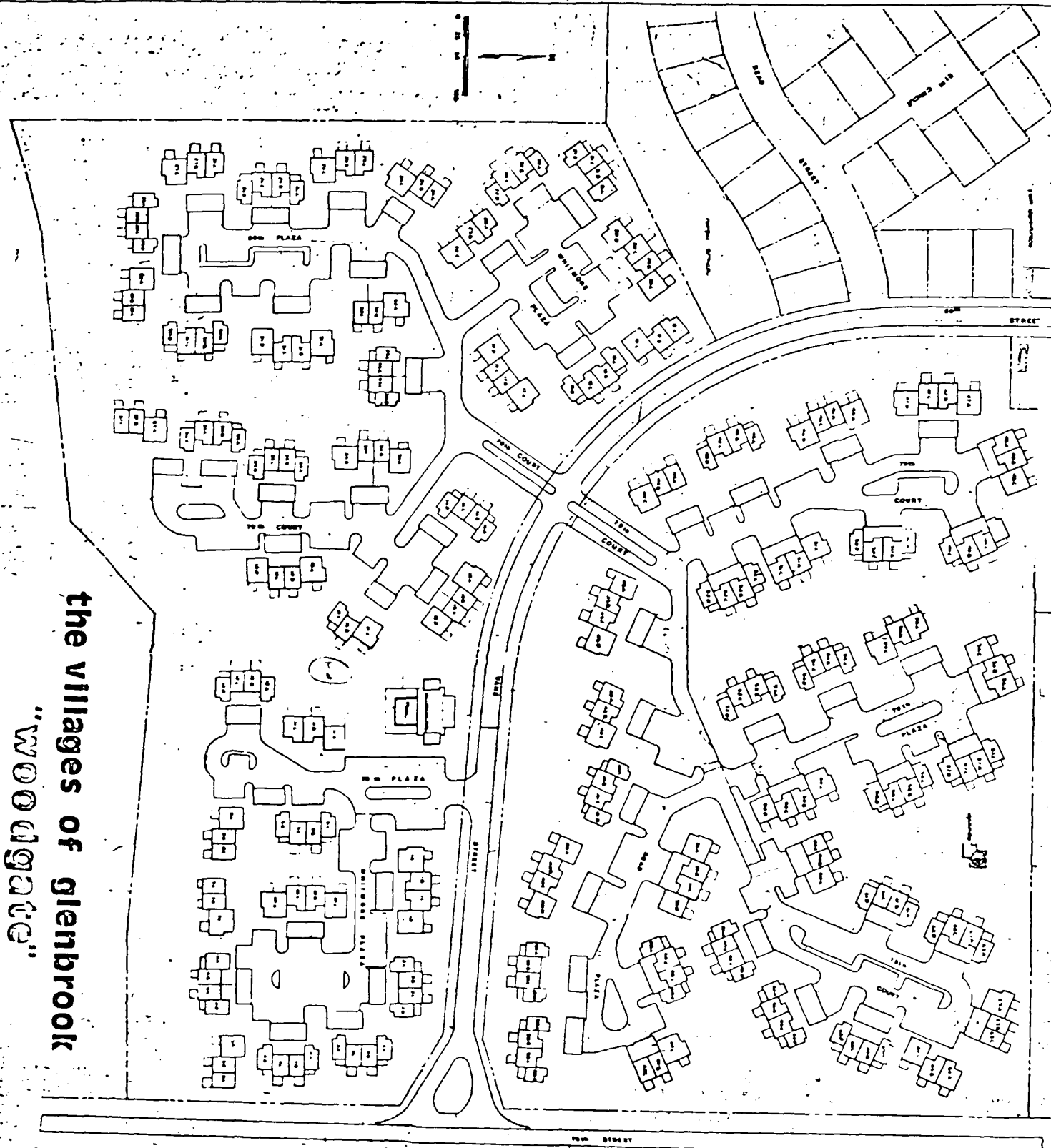
On this 11<sup>th</sup> day of October, 1973, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Eugene E. Arnold, to me personally known to be the President of Leach & Arnold Homes of Nebraska, Inc., a Nebraska corporation, whose name is affixed 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 on the day and year last above written.



*Cynthia A. Swetland*  
 Notary Public

My Commission expires this 2nd day of April, 1977.



**the villages of glenbrook**  
 "WOODGATE"  
 by **mp dodge company**  
 lamp ryneason & associates, engineers

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 9 DAY OF *November* 1973 AT 1:54 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

2750

EXHIBIT "A"