

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 26th day of September, 1984, between SOUTHWEST CORPORATION, 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 all appurtenances thereto, 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 of land in Cathedral Square Townhomes, a subdivision, the same being a replat of the West 40.87' of the South 54.0' of Lot 1, the East 6.12' of the South 54.0' of Lot 2, the East 6.12' of Lot 3, and all of Lot 4 except the North 6.0' of the East 153.0', all in Block 8, Lowe's 2nd Addition to the City of Omaha, Douglas County, Nebraska, and more particularly described as follows:

- ✓ The East ten (10) feet of Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10).
 - ✓ The North ten (10) feet and the East five (5) feet of Lot Four (4);
 - ✓ The North ten (10) feet of Lots One (1), Two (2) and Three (3).
- The East ten (10) feet and the South five (5) feet of Lot Eleven (11).
- All of Lot Twelve (12).

Said tract of land, as shown on the plat attached hereto and made a part hereof by this reference, contains 0.44 of an acre, more or less.

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 tract of land any building or structure, except pavement, 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.

5. The person executing this instrument represents he/she has the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor 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.

ATTEST:

SOUTHWEST CORPORATION, a
Nebraska Corporation, Grantor

Diane M. Wellington

By: Dale W. Harbert
Title PRESIDENT

(CORPORATE SEAL)



ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

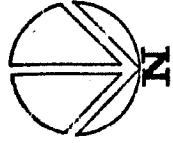
On this 26 day of Sept, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally came Dale HARBERT, PRESIDENT of SOUTHWEST CORPORATION, a Nebraska Corporation, known to me to be such officer, and the identical person whose name is affixed to the foregoing instrument, and he/she acknowledged the execution of this instrument to be his/her voluntary act and deed individually and as such officer on behalf of said corporation, and the voluntary act and deed of said corporation.

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



Michael D. Radnov
Notary Public

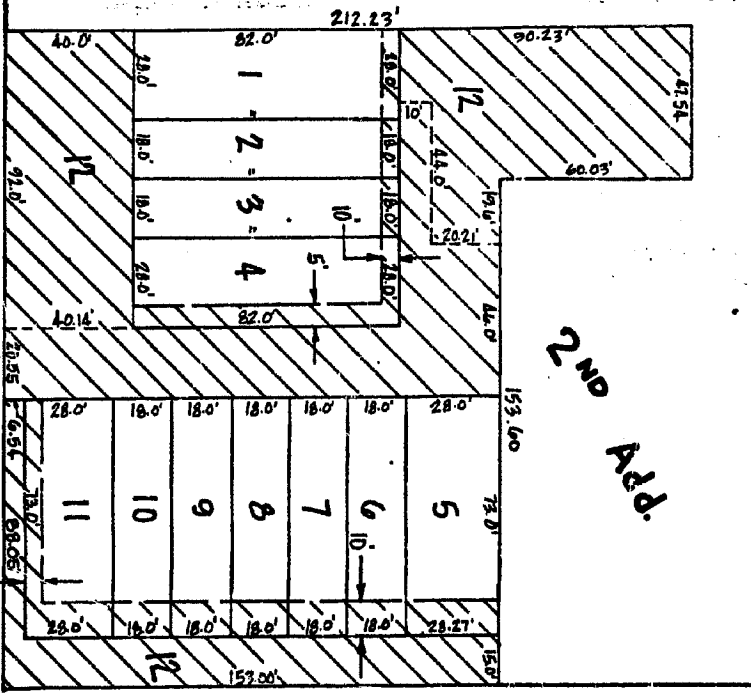
My Commission expires: Jan 20 1985.



CATHEDRAL SQUARE TOWNHOMES

Lowes

66



Burt Street

2ND ADD.

36TH ST.

DRAWN BY <u>CG</u> DATE <u>8-22-84</u> CHECKED BY <u>WSP</u> DATE <u>9-15-84</u> APPROVED BY <u>GLLB</u> DATE <u>9-20-84</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV. BY _____ DATE _____	PAGE 1 OF 1	LEGEND PERMANENT EASEMENTZZZ	TOTAL ACRE _____ PERMANENT <u>0.44</u> TOTAL ACRE _____ TEMPORARY _____	LAND OWNER SOUTHWEST CORPORATI	EASEMENT ACQUISITION FOR <u>SMO. 2420</u>	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
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REGISTRAR
DOUGLAS COUNTY, NEBR.

WSP
CG
Mike

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