

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 11th day of March, 1982, between Ridgfield Development Company, 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 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, a pipeline 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:

A tract of land in part of Lots Sixty-three (63) and Sixty-four (64) in Ridgfield First Addition, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. Said tract of land is more particularly described as follows:

The West Thirty-three (33.0) feet of said Lot Sixty-three (63);

The West Thirty-three (33.0) feet of the South One Hundred Forty-two (142.0) feet of said Lot Sixty-four (64).

Said tract, as shown on the plat attached hereto and made a part hereof by this reference, contains Eleven Hundredths (0.11) 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 other utilities, and neither it nor they will 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.

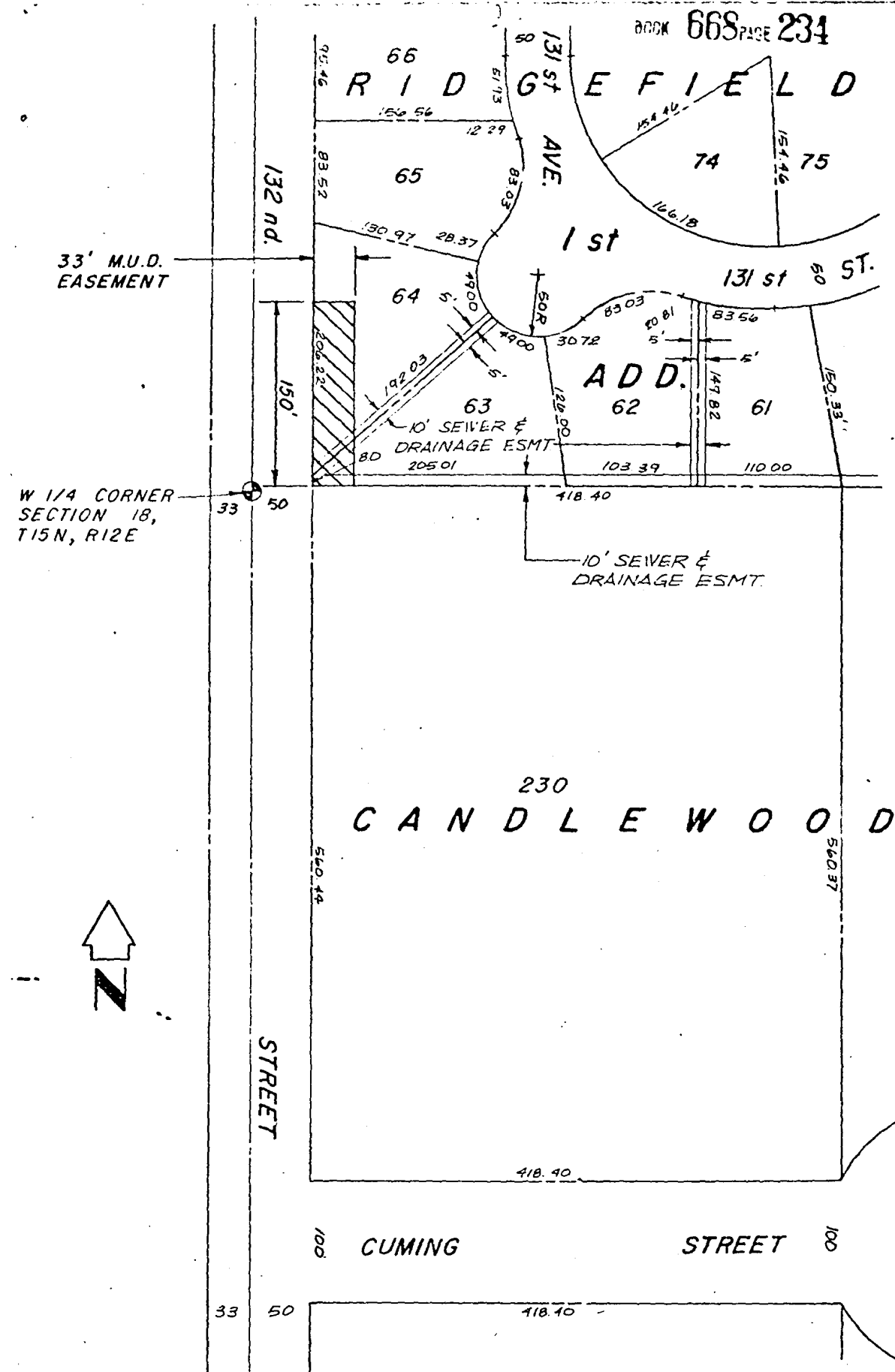
4. It is further agreed that Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person or persons executing this instrument represent that he/she/they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor Corporation.




POOR INSTRUMENT FILED

BOOK 668 PAGE 234



DRAWN BY JGS DATE 2-11-82  
 CHECKED BY J.R.P. DATE 2-11-82  
 APPROVED BY SFS DATE 2-12-82  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHK'D BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. APPROV. BY \_\_\_\_\_ DATE \_\_\_\_\_

LAND OWNER  
 RIDGEFIELD  
 DEVELOPEMENT CO.

PERMANENT EASEMENT 

TOTAL ACRE .114

METROPOLITAN  
 UTILITIES  
 DISTRICT  
 OMAHA, NEBRASKA

EASEMENT  
 ACQUISITION  
 FOR G.C.P. 8577

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RECEIVED  
 1982 MAR 18 AM 10:35  
 C. HAROLD OSTLER  
 REGISTER OF DEEDS  
 DOUGLAS COUNTY, NEBR.

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