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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 22nd day of March, 1995, between NANCY J. CERONE, a Single Person, 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 water and all appurtenances thereto, including but not limited to hydrants, air reliefs, and manhole covers, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT AND TEMPORARY EASEMENT

Two tracts of land in the Northwest Quarter (NW 1/4) and Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Four (4), Township Fourteen (14) North, Range Eleven (11) East of the 6th P.M. as surveyed and recorded in Douglas County, Nebraska and being described as follows:

Permanent Easement - Tract 1:

A strip of land consisting of the East thirty-seven (37.00) feet of the west seventy (70.00) feet of the Northwest 1/4 of Section 4, Township 14, Range 11.

Said Tract #1 contains 2.138 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

Temporary Easement - Tract 2:

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A strip of land consisting of the East fifty (50.00) feet of the West one hundred twenty (120.00) feet of the Northwest 1/4 of Section 4, Township 14, Range 11.

Said Tract #2 contains 2.889 acres, more or less, and is shown on the drawing attached hereto and made part hereof by 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.

 The Grantor and her 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 shall not permit anyone else to do

- 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.
- 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.
- 4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and her executors, administrators, 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.
- 5. The terms and conditions cited herein relative to the temporary easement shall terminate sixty (60) days after the end of construction of the main.
- 6. The person executing this instrument represents that she has authority to execute it.

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

NANCY J. CERONE, a Single Person, Grantor

Nancy J. Cerone

<u>ACKNOWLEDGMENT</u>

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Musch 22

1995, by NANCY J. CERONE, a Single Person.

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

Notary)Public

My Commission expires:

A GENERAL NOTARY-State of Nebraska
BILLIE J. RUDD
My Comm. Exp. Sept. 2, 1996

NOTARIAL SEAL AFFIXED REGISTER OF DEEDS