

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 21 day of November, 1991, between MICHAEL F. SANDINE and NORA D. SANDINE, Husband and Wife, 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, pipelines for the transportation of gas and all appurtenances thereto, including a 30-foot section of two-(2)-inch steel gas main which will be exposed, as it will be attached to the south side of the existing bridge, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Two tracts in Merrill Mission Estates, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska and described as follows:

TRACT 1

The South 33 feet of the West 233 feet of Lot Five (5) adjacent to Lot Six (6); and

TRACT 2

Said easement tract, all in Lot Five (5), is an area 66 feet wide centered on a line described as follows:

Commencing at the Southwest Corner of said Lot 5 in said Merrill Mission Estates; thence South 89° 59' 00" East a distance of 200 feet; thence North 15° 32' 00" East a distance of 34.251 feet to the Point of Beginning. From the aforesaid Point of Beginning thence North 15° 32' 00" East a distance of 273.65 feet; thence Northeasterly on a curve with a radius of 125 feet a distance of 82.32 feet; thence North 53° 16' 00" East to a point on the Northeasterly property line of said Lot 5, serving as the ending point.

Said tracts contain a total of .8068 of an acre, more or less, and are shown on the drawing attached hereto and made a 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.

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 easement tract any building or structure, except pavement, and they will not give anyone else permission to do so.



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- 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 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.

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.

MICHAEL F. SANDINE and NORA D. SANDINE, Husband and Wife, Grantors

Sandine

ATTEST:

Michael F. Sandine

Nora D. Sandine

ACKNOWLEDGMENT

STATE OF NEBRASKA)

COUNTY OF SARPY)

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

Notary Public

My Commission expires: 4-11-92

GENERAL MOTARY-State of Mebraska NEVA J. HASH My Comm. Exp. April 11, 1992

Class

