



BK 0867 PG 399



MISC 1988 18562

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 3 day of November, 1988, between DAVID L. UNDERWOOD and LINDA UNDERWOOD, 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, 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 in Miracle Village, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The easterly twenty (20) feet of Lot One (1).

Said tract contains 0.092 of an acre, more or less, and is 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.

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.

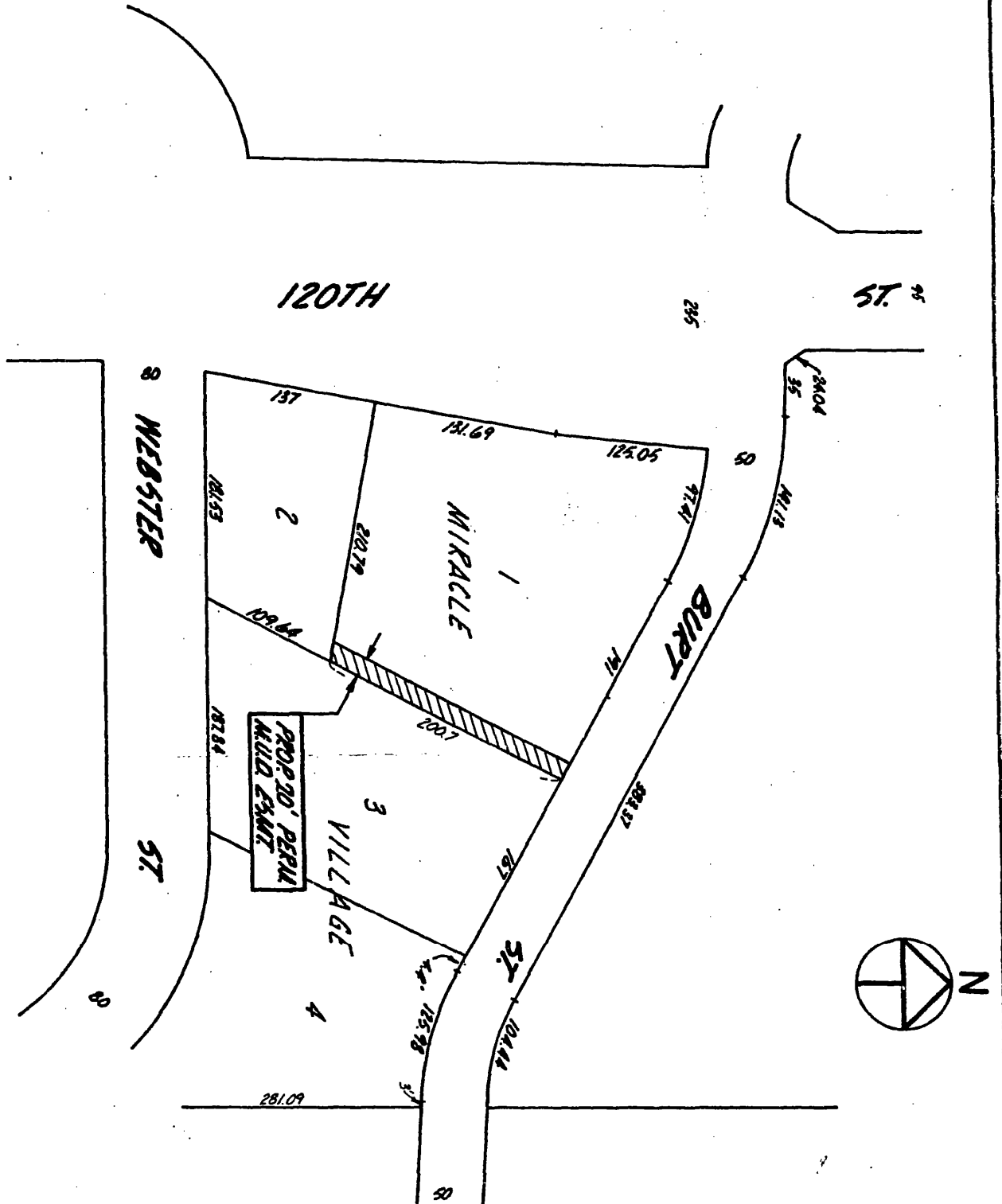
4. It is further agreed the Grantors have lawful possession of said real estate, good right and lawful authority to make such conveyance and they and their executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against 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

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RECEIVED
1988 NOV -4 PM 3:45
GEORGE J. ...
REGISTERED ...

BK 867 N 92-135 C/O FEE 15.⁵⁰
PG 399-401 N 7-7/135 DEL N MC WC
OF



DRAWN BY C.Y. DATE 10-19-88
 CHECKED BY [Signature] DATE _____
 APPROVED BY [Signature] DATE 10-24-88
 REVISED BY _____ DATE _____
 EV. CHK'D BY _____ DATE _____
 EV. APPROV. BY _____ DATE _____

PAGE / OF /

LEGEND
 PERMANENT EASEMENT [Hatched Box]
 TEMPORARY EASEMENT [Dashed Box]

TOTAL ACRE _____
 PERMANENT .092
 TOTAL ACRES -
 TEMPORARY -

LAND OWNER
DAVID L. WILDERHOOD

EASEMENT ACQUISITION
 FOR G.P.M. 9085

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA