

57-434

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this _____ day of _____, 1984, between C & N Enterprises, Inc., 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 and remove, at any time, pipelines for the transportation of water and 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 strip of land in Golden Hills III, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska. Said strip is more particularly described as follows:

The North Seven (7) feet of Lot Eight (8) in Golden Hills III.

Said strip is shown on the attached plat which is made a part hereof by this reference. Said strip contains 0.03 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 strip of land 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 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 or persons executing this instrument represent he/she/they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor corporation.

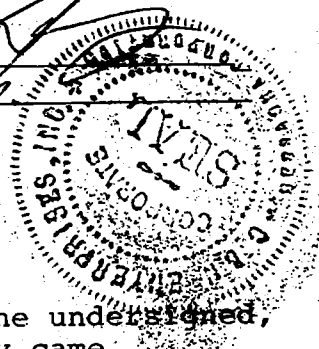
IN WITNESS WHEREOF, the Grantor has caused this easement and right of way to be signed and executed on the day and year first above written.

ATTEST: FILED SARPY CO., NE
BOOK 57 OF *Books*
PAGE 434

C & N ENTERPRISES, INC., a Nebraska Corporation, Grantor

By: *[Signature]*
Title: *[Signature]*

1984 JUN 26 PM 1:53



Title _____

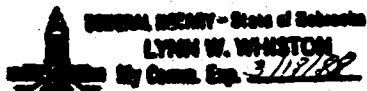
STATE OF NEBRASKA) *Carl S. Hibbel*
COUNTY OF SARPY) SS REGISTER OF DEEDS

On this 11th day of June, 1984, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Charles G. Smith to me personally known to be President, of C & N Enterprises, Inc., a Nebraska corporation, 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 as an individual and as such officer, and the voluntary act and deed of said corporation.

[Signature] 06589

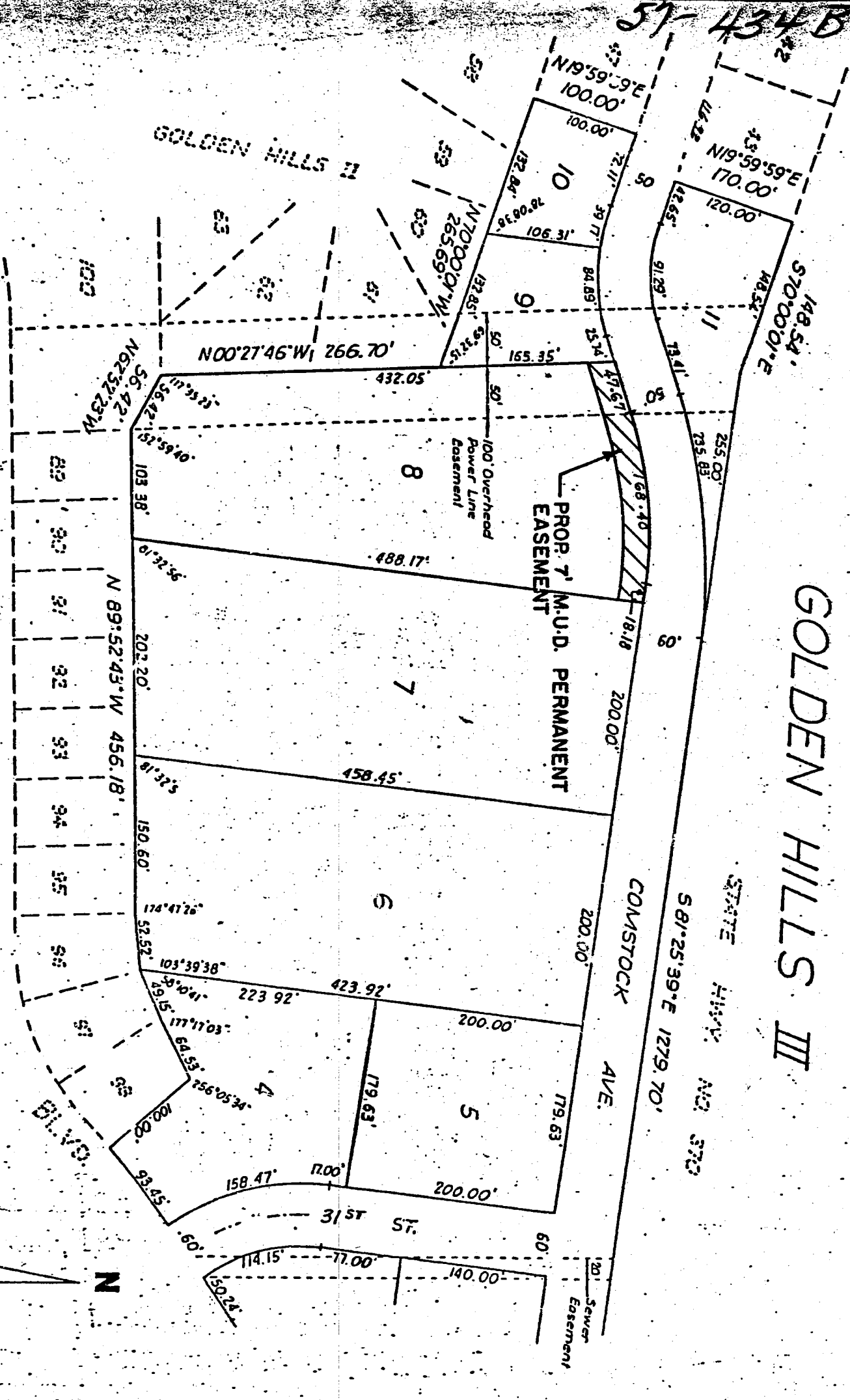
57-434A

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



Lynn W. Winston
Notary Public

GOLDEN HILLS III



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR G.C.C. 8803
W.C.C. 6247

LAND OWNER
CHARLES G. & NELLIE M. SMITH
HUSBAND & WIFE

TOTAL ACRE 0.031

LEGEND
PERMANENT EASEMENT [Hatched Box]

PAGE 1 OF 1

DRAWN BY J.R.P. DATE 3-27-84
CHECKED BY [Signature] DATE 3-27-84
APPROVED BY [Signature] DATE 3-28-84
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____