FILED SARPY CO. NE.
INSTRUMENT NUMBER
91- 13889

91 DEC 12 AM 10: 22

Carol A. Davis
REGISTER OF DEEDS

Proof ✓
D.E. ✓
Verify L
Filmed B
Checked
Fee $ 16.00

91-19889

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 2nd day of December, 1991, between GEORGE M. CARR, 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 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

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

The North 33 feet of Lot Seven (7) and Lot Eight (8) adjacent to Lots Three (3) and Four (4); and the West 33 feet of the South 197 feet of Lot Eight (8) adjacent to Lot Nine (9).

Said tracts contain a total of .5782 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 Grantor agrees that neither he nor his 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 he 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 he and his 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.

91-19889 A

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.

GEORGE M. CARR,
a single person, Grantor

George M Carr
George M. Carr

ATTEST:

Evelyn Packer

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 2 day of December, 1991, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came George M. Carr, a single person, to me personally known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed.

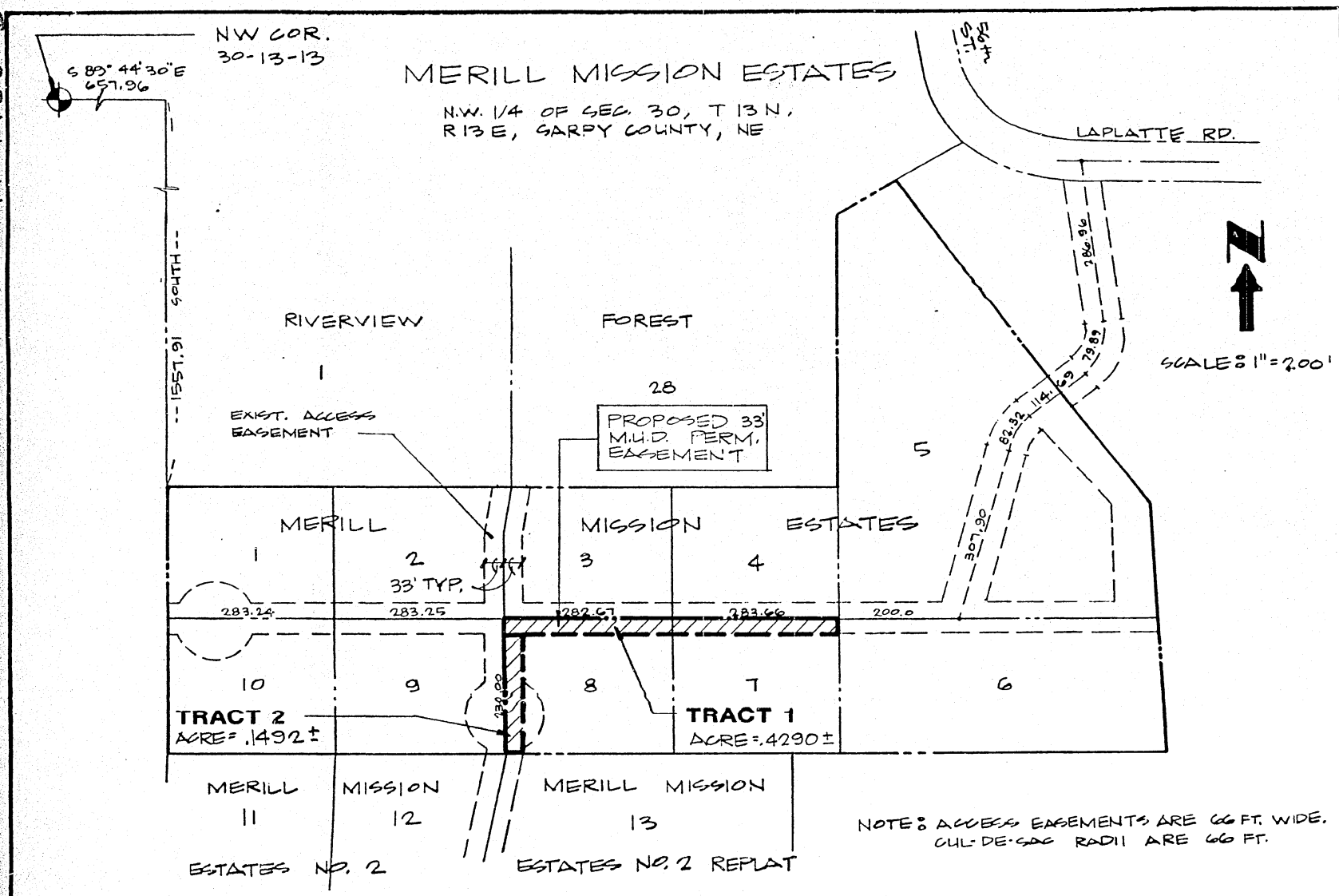
WITNESS my hand and Notarial Seal the day and year last above written.

James P Noonen
Notary Public

GENERAL NOTARY-State of Nebraska
JAMES P. NOONEN
My Comm. Exp. July 27, 1995

My Commission expires:

91-19889B



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMEMT ACQUISTION

FOR G.R.M. 9835

LAND OWNER

CARR

TOTAL ACRE PERMANENT .5782 ±

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY GW
DATE 10-11-91
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

FILE NO. 417075