

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 2nd day of June, 1977, between Charles G. Smith and Nellie M. Smith, husband and wife, hereinafter referred to as "Grantors", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantors, in consideration of the sum of One Dollar (\$1.00) 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 water, 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:

Several strips of land lying in Lots 83, 103, 104, 106 and 107 of Pheasant Run Replat II, a subdivision as now platted and recorded in Douglas County, Nebraska, said strips being more particularly described as follows:

A strip of land lying in Lots Eighty-three (83) and One Hundred Three (103), said strip being Five (5) feet wide, lying along and parallel to the East right-of-way line of 153rd Street and extending from the North property line of Lot Eighty-three (83) to the Southerly property line of Lot One Hundred Three (103);

A strip of land lying in Lots One Hundred Four (104), One Hundred Six (106) and One Hundred Seven (107), said strip being Five (5) feet wide, lying along and parallel to the East right-of-way line of 153rd Street and extending from the Northerly property line of Lot One Hundred Four (104) to the Southerly property line of Lot One Hundred Seven (107);

All as shown on the plat attached hereto and made a part hereof.

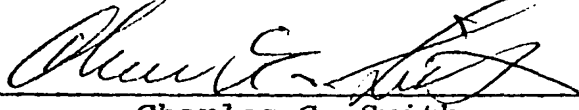
TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors agree that neither they nor their heirs or assigns will at any time erect, construct or place on or below the surface of said tracts of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

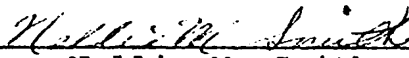
2. Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Nothing herein contained shall be construed as a waiver of any rights of Grantors, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

IN WITNESS WHEREOF, the Grantors have executed this easement the day and year first above written.



Charles G. Smith



Nellie M. Smith

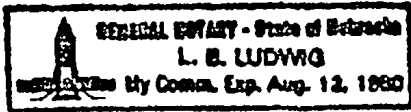
Grantors

STATE OF NEBRASKA)

COUNTY OF SARASOTA) ss

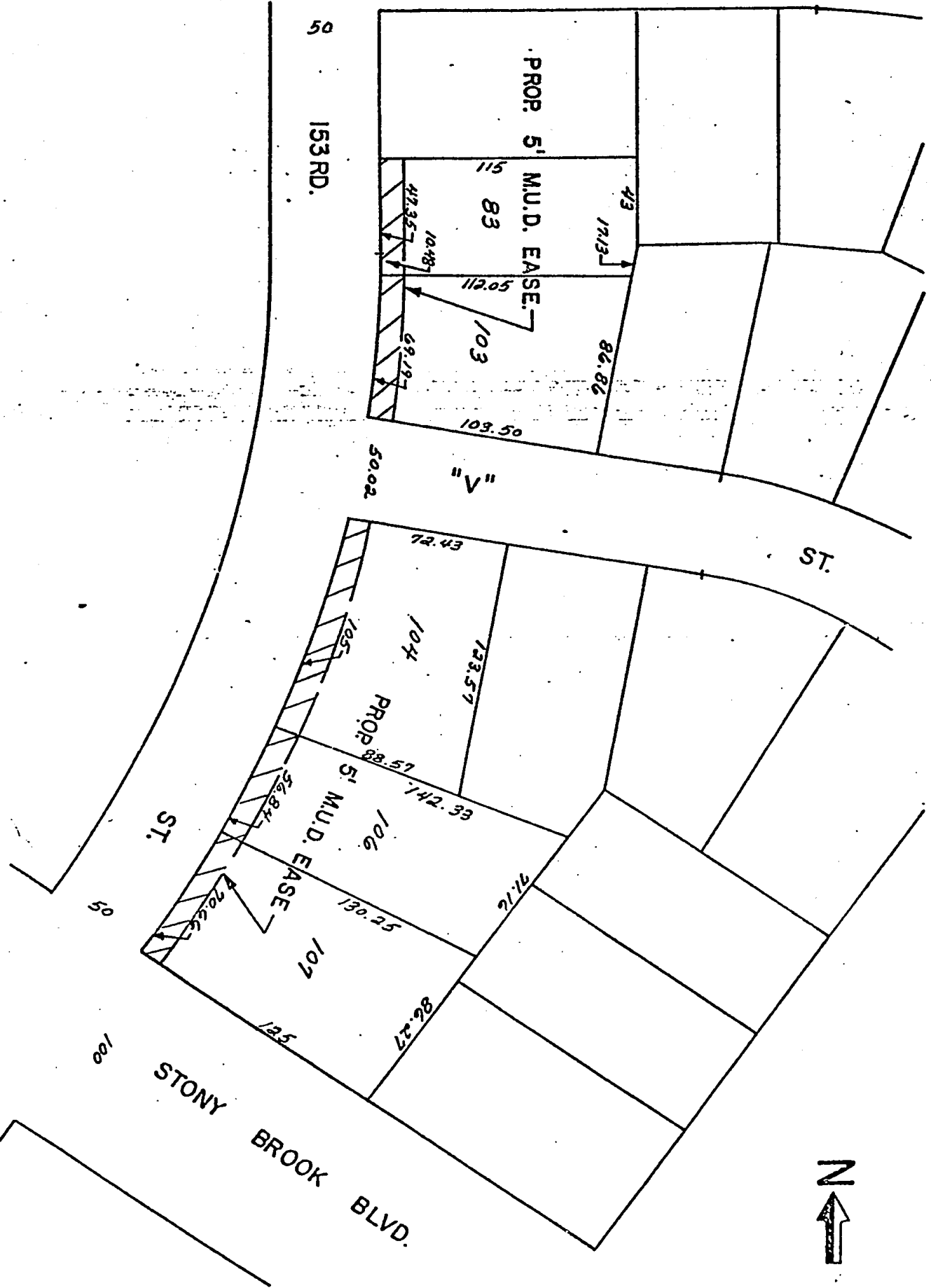
On this 3rd day of June, 1977, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Charles G. Smith and Nellie M. Smith, to me personally known to be husband and wife and the identical persons whose names are affixed to the foregoing instrument as Grantors, and acknowledged the same to be their voluntary act and deed.

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



L. B. Ludwig
Notary Public

PHEASANT RUN REPLAT II



DRAWN BY K.L. DATE 4-13-77
 CHECKED BY TPS DATE 4-21-77
 APPROVED BY TPS DATE 4-21-77
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 2

PERMANENT EASEMENT

TOTAL ACRE 0.15

LEGEND

LAND OWNER
 PHEASANT
 RUN, INC.

EASEMENT
 ACQUISITION
 FOR G.C.C. 7825
 G.C.C. 7851

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA

RECEIVED
 1377 AUG -5 AM 8:38

G. HAROLD ESTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

785 688 1000
 Book 584 Page 690

52101 1000
 G.C.C. 7851

1000 1000
 G.C.C. 7825

84/351