

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 6th day of ^{April} March, 1990, between KENNETH FELL and KAREN FELL, 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

The East twenty (20) feet of Lot Forty-six (46) of The Meadows Replat VIII, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, and as shown on the drawing attached hereto and made a part hereof by this reference.

FILED SARPY CO. NE.
INSTRUMENT NUMBER
90-09432

90 JUL 10 PM 12:33
Shirley J. Dowling
REGISTER OF DEEDS

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

INDEXED W
PAGED H
GRANTEE [initials]
GRANTOR [initials]
FILMED [initials]
CHECKED [initials]
FEE \$ 15.50

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 condition 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.

KENNETH FELL and KAREN FELL,
Husband and Wife, Grantors

ATTEST:

Randall W. Owens

Randall W. Owens

Kenneth L. Fell

Kenneth Fell

Karen Fell

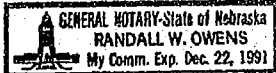
Karen Fell

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

On this 6th day of April, 1990 before me, the undersigned, a Notary Public in and for said State and County, personally came Kenneth Fell and Karen Fell, Husband and Wife, to me personally known and the identical persons whose names are affixed to the foregoing instrument, and each acknowledged the execution of this instrument to be his and her voluntary act and deed as individuals and as Husband and Wife.

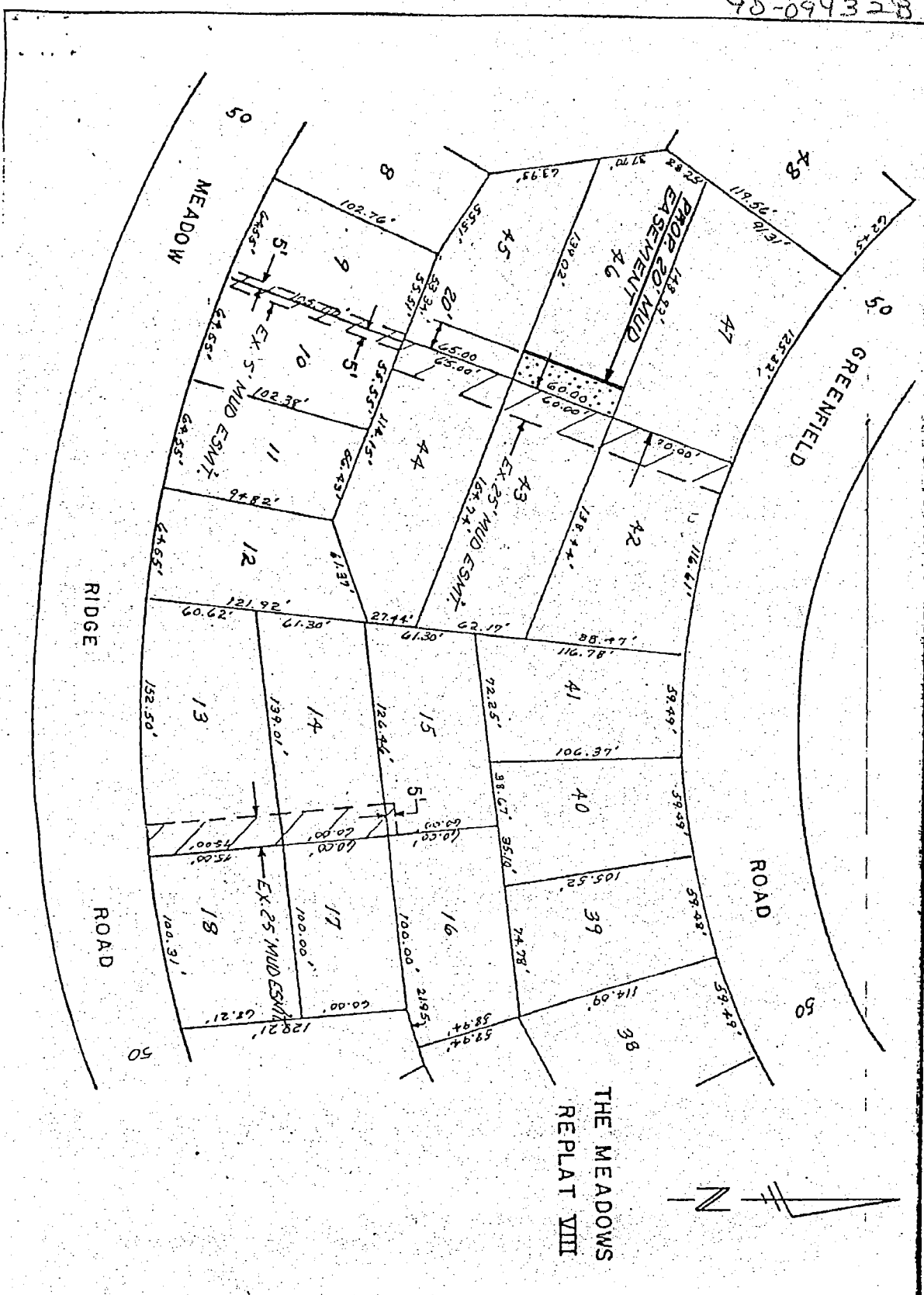
WITNESS my hand and Notarial Seal the day and year last above written.



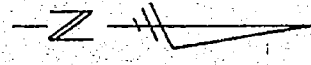
Randall W. Owens

Notary Public

My Commission expires: 12-22-91



THE MEADOWS
REPLAT VIII



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION - FOR GRM 9765	
LAND OWNER KENNETH & KAREN LEE 13929 GREENFIELD RD OMAHA, NE 68138	
TOTAL ACRE EXIST.	_____
TOTAL ACRE PROP.	0.02751
LEGEND EXISTING EASEMENT PROPOSED EASEMENT	
PAGE 1 OF 1	DRAWN BY <u>S.N.</u> DATE <u>7-10-89</u> CHECKED BY <u>W.W.P.</u> DATE <u>7-13-89</u> APPROVED BY <u>J.W.A.</u> DATE <u>7/12/89</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV. BY _____ DATE _____