

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 10TH day of AUGUST, 1984, between Dallen W. Peterson and Glennis M. Peterson, 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, a pipeline 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:

The South Thirteen (13) feet of Lot Four (4), Wedgewood Phase IV, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

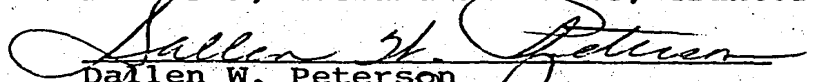
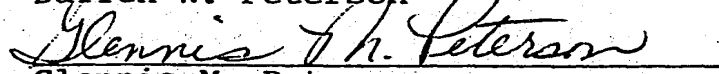
Said parcel is shown on the attached plat which is made a part hereof by this reference.

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 tract of land any building or structure, except pavement and other utilities, 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 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.

DALLEN W. PETERSON and GLENNIS M.
PETERSON, Husband and Wife, Grantors

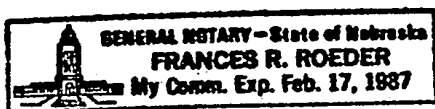

Dallen W. Peterson

Glennis M. Peterson

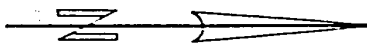
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 10th day of August, 1984, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Dallen W. Peterson and Glennis M. Peterson, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and he and she acknowledged the execution of this instrument to be his and her voluntary act and deed individually and as husband and wife.

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

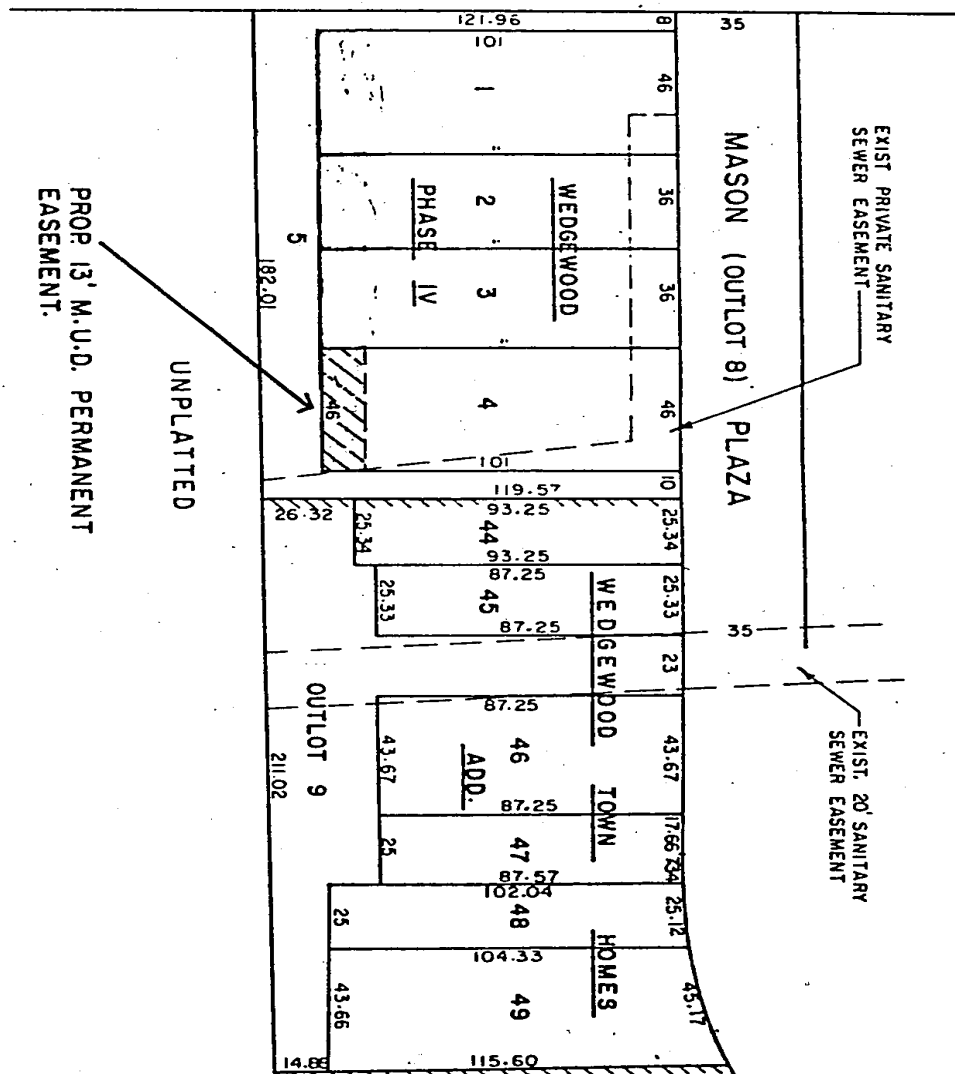
Frances R Roeder
Notary Public





120 th ST.

S.W. CORNER OF S.W. 1/4 OF SECTION 20,
T.15N., R.12E.



PROP 13' M.U.D. PERMANENT
EASEMENT.

UNPLATTED

OUTLOT 9

MASON (OUTLOT 8) PLAZA

EXIST. PRIVATE SANITARY
SEWER EASEMENT

EXIST. 20' SANITARY
SEWER EASEMENT

DRAWN BY J.R.P. DATE 1-19-84
CHECKED BY [Signature] DATE 1-20-84
APPROVED BY [Signature] DATE 2-2-84
REVISED BY _____ DATE _____
REV CHKD BY _____ DATE _____
REV APPROV BY _____ DATE _____

PAGE 1 OF 1

LAND OWNER
Dallen W. Peterson
and Glennis M.
Peterson, H & W
TOTAL ACRE _____
LEGEND
PERMANENT EASEMENT [Symbol]

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA
EASEMENT
ACQUISITION
FOR G.C.C. 8862

RECEIVED
1984 AUG 24 PM 3:39

C. HAROLD USTLER
REGISTER OF DEEDS

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616
2000

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884-88
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