

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 19th day of June, 1986, between RIDGEFIELD LIMITED PARTNERSHIP, a Nebraska Limited Partnership, 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, gas 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

Several tracts in Bay Shores Addition, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows.

The Westerly five (5) feet of Lots Forty-six (46) ^{N 54} and Forty-seven (47) parallel and adjacent to the ^{40' 54"} East property line of 167th Avenue.

The Southerly five (5) feet of Lots Forty-one (41), Forty-two (42), Forty-three (43) and Forty-four (44) ^{N 53} parallel and adjacent to the North property line of ^{40' 53"} "L" Street.

The East five (5) feet of Lot Forty-one (41) ^{N 53} parallel and adjacent to the Westerly property line of 166th Circle.

The North five (5) feet of Lots Ninety-eight (98) ^{N 54} and Ninety-nine (99).

The East five (5) feet of Lot Ninety-nine (99).

Said tracts contain 0.135 of an acre, more or less, all as shown on the plat 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 it nor its 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 they will 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 persons executing this instrument represent they have the requisite authority to execute this instrument and make this conveyance on behalf of said Corporation and said Partnership.

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.

RIDGEFIELD LIMITED PARTNERSHIP, a
Nebraska Limited Partnership

(Corporate Seal)

By: RIDGEFIELD DEVELOPMENT COMPANY
A Nebraska Corporation, its
General Partner

ATTEST:

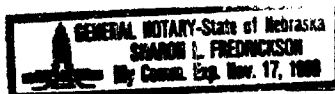
By: Jack R. Maenner
Jack R. Maenner, President
JOHN

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 19th day of June, 1986, before me, the undersigned, a Notary Public in and for said State and County, personally came Jack R. Maenner, to me personally known to be the President of RIDGEFIELD DEVELOPMENT COMPANY, a Nebraska Corporation, General Partner in RIDGEFIELD LIMITED PARTNERSHIP, a Nebraska Limited Partnership, and 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 as an individual and as such officer and the voluntary act and deed of said Corporation, of said Corporation as General Partner in said Partnership and of said Partnership.

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

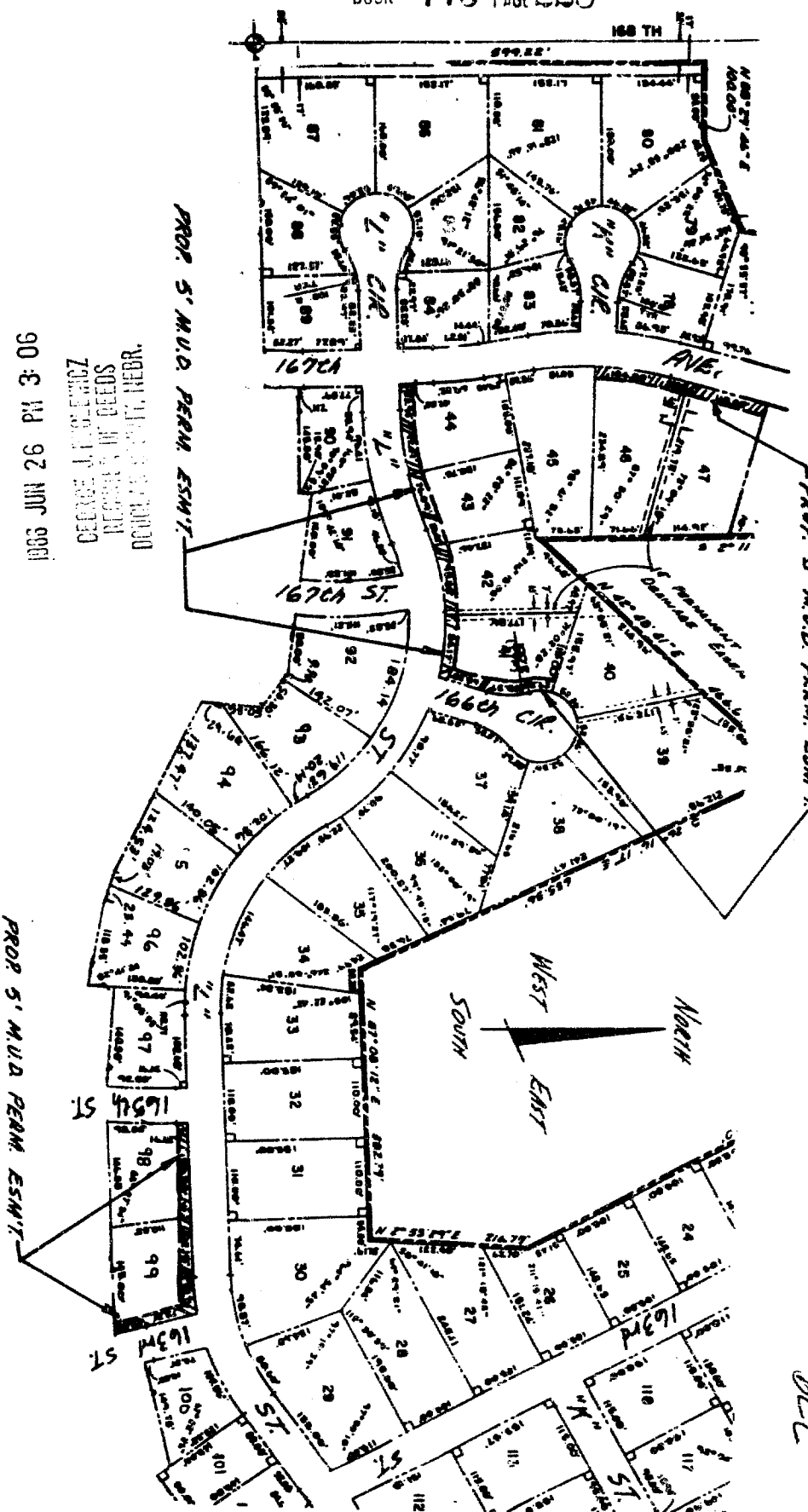


Sharon L. Fredrickson
Notary Public

My Commission expires: November 17, 1988.

ALL LOTS SHOWN ARE IN BAY SHORES

Fee 100.00 MC
 Del 1/1/84 N
 226-922
 677



RECEIVED
 1986 JUN 26 PM 3:06
 DEEDS
 RECORDS
 COUNTY, NEBR.

03911

DRAWN BY PLM DATE 3-27-86
 CHECKED BY PLM DATE 3-28-86
 APPROVED BY PLM DATE 4-4-86
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 1

PERMANENT EASEMENT

LEGEND

TOTAL ACRES 2.195 ±

LAND OWNER
 MAHAR DEVELOPMENT

EASEMENT
 ACQUISITION
 FOR G.M. 915

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA