

## EASEMENT

THIS INDENTURE, made this 3rd day of October, 1967, between The Governors of the Knights of Ak-Sar-Ben, a Nebraska corporation, hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a municipal corporation, hereinafter referred to as "Grantee", WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, or repair, relay, and remove, at any time, two pipelines, one for the transportation of gas and one for the transportation of water, and all appurtenances thereto, through, under and across, and at all times enter upon, the following described real estate:

A tract of land lying on the north side of Mercy Road and on the east side of the Little Papillion Creek Channel, in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, and more particularly described as follows:

Beginning at the southwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifteen (15) North, Range Twelve (12) East; thence east along the south line of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifteen (15) North, Range Twelve (12) East, a distance of 840 feet more or less; thence north 0 degrees East a distance of 33 feet more or less to the true point of beginning, said point being on the north right-of-way line of Mercy Road; thence along a line North 45 degrees West a distance of 345 feet more or less to a point on the east right-of-way line of the Little Papillion Creek Channel; thence along a line South 20 degrees East a distance of 71 feet more or less, said line being the east right-of-way line of the Little Papillion Creek Channel; thence along a line South 45 degrees East a distance of 197 feet more or less; thence along a line South 0 degrees East a distance of 38 feet more or less to the north right-of-way line of Mercy Road; thence along a line East 0 degrees North a distance of 80 feet more or less to the true point of beginning, said line being the north right-of-way line of Mercy Road, containing 0.22 acres more or less, as shown on the attached plat and made a part hereof.

The Grantor also grants to the Grantee a temporary easement upon the following described additional land lying adjacent to the right of way above described:

Beginning at the southwest corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifteen (15) North, Range Twelve (12) East; thence east along the south line of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Twenty-five (25), Township Fifteen (15) North, Range Twelve (12) East, a distance of 840 feet more or less; thence along a line North 0 degrees East a distance of 33 feet more or less to the true point of beginning, said point being on the north right-of-way line of Mercy Road; thence along a line East 0 degrees North a distance of 49 feet more or less, said line being the north right-of-way line of Mercy Road; thence along a line North 45 degrees West a distance of 454 feet more or less to a point on the east right-of-way line of the Little Papillion Creek Channel; thence along a line South 20 degrees East a distance of 343 feet more or less to the north right-of-way line of Mercy Road, said line being the east right-of-way line of the Little Papillion Creek Channel; thence along a line East 0 degrees North a distance of 155 feet more or less, to the true point of beginning, said line being the north right-of-way line of Mercy Road, except that portion previously described as permanent easement, all as shown on the attached plat and made a part hereof.

Said temporary easement shall expire July 1, 1968, except for that portion marked "Area 'B'" on the attached plat. As to said portion, the temporary easement shall expire upon the completion of the construction and installation of said pipelines in their final locations below the surface of the land.

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

The Grantor and Grantee do covenant, promise and agree, for themselves, their successors and assigns, as follows:

1. Grantee shall place its pipelines below the surface of the land with a minimum cover of five feet (5') of soil provided that it shall have the right to temporarily construct, lay and maintain its pipelines near the surface of the soil with a minimum of three inches (3") of cover, in that part of the above-described easement areas lying approximately within the boundaries of the Old Papio Creek bed which have been filled, shown as "Area 'A'" on the attached plat, until such time as soil tests indicate sufficient settling of the fill dirt, at which time the pipelines will be placed below the surface of the land with a minimum cover of five feet (5') of soil.

2. Grantee agrees to restore the surface of the soil on said easement areas described, following both the installation of its pipelines near the surface of the land and the final installation below the surface of the land, as above described, as soon as may reasonably be possible to do so, to the original contour thereof as near as may be reasonably possible. Grantee further agrees to replace or pay for all fences, trees and shrubs and paving existing at the time of the initial pipeline installation, which are removed or actually damaged, if any, which may be caused by the construction operations; and agrees to replace or pay for all ~~such~~ items which

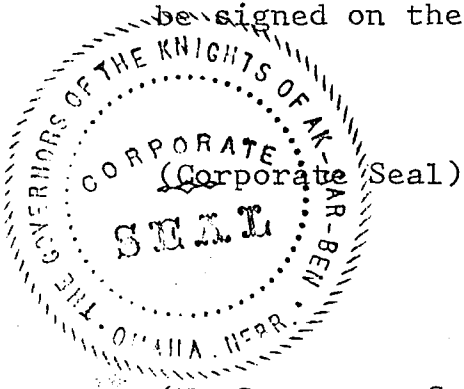
are removed or actually damaged by maintenance operations after final installation of the pipelines below the surface of the land; provided, Grantee shall not be liable to Grantor for inconvenience or loss of business.

3. Grantee agrees to indemnify and hold the Grantor, its successors and assigns, harmless from all claims, demands, and law suits for damage, injury, and death, arising out of Grantee's negligence in laying, construction, or maintenance of said pipelines.

4. Grantor, its grantees, successors and assigns, agree that they will at no time erect, construct, use or place on or below the surface of said permanent easement any building, structure, or pipeline, except storm sewers, manholes, appurtenances, and pavement after final pipeline installation, or do any grading or other act which may jeopardize the Grantee's pipelines or appurtenances, and that they will not permit anyone else to do so. Exact location and depth of storm sewer crossings, manholes, and appurtenances shall be subject to Grantee's approval, which approval shall not be unreasonably withheld.

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

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.



THE GOVERNORS OF THE KNIGHTS OF AK-SAR-BEN, Grantor

By [Signature] President (Title)

METROPOLITAN UTILITIES DISTRICT OF OMAHA, Grantee

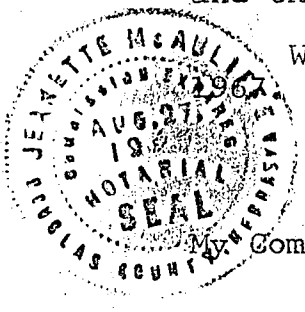
By [Signature] General Manager

(No Corporate Seal)

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS)

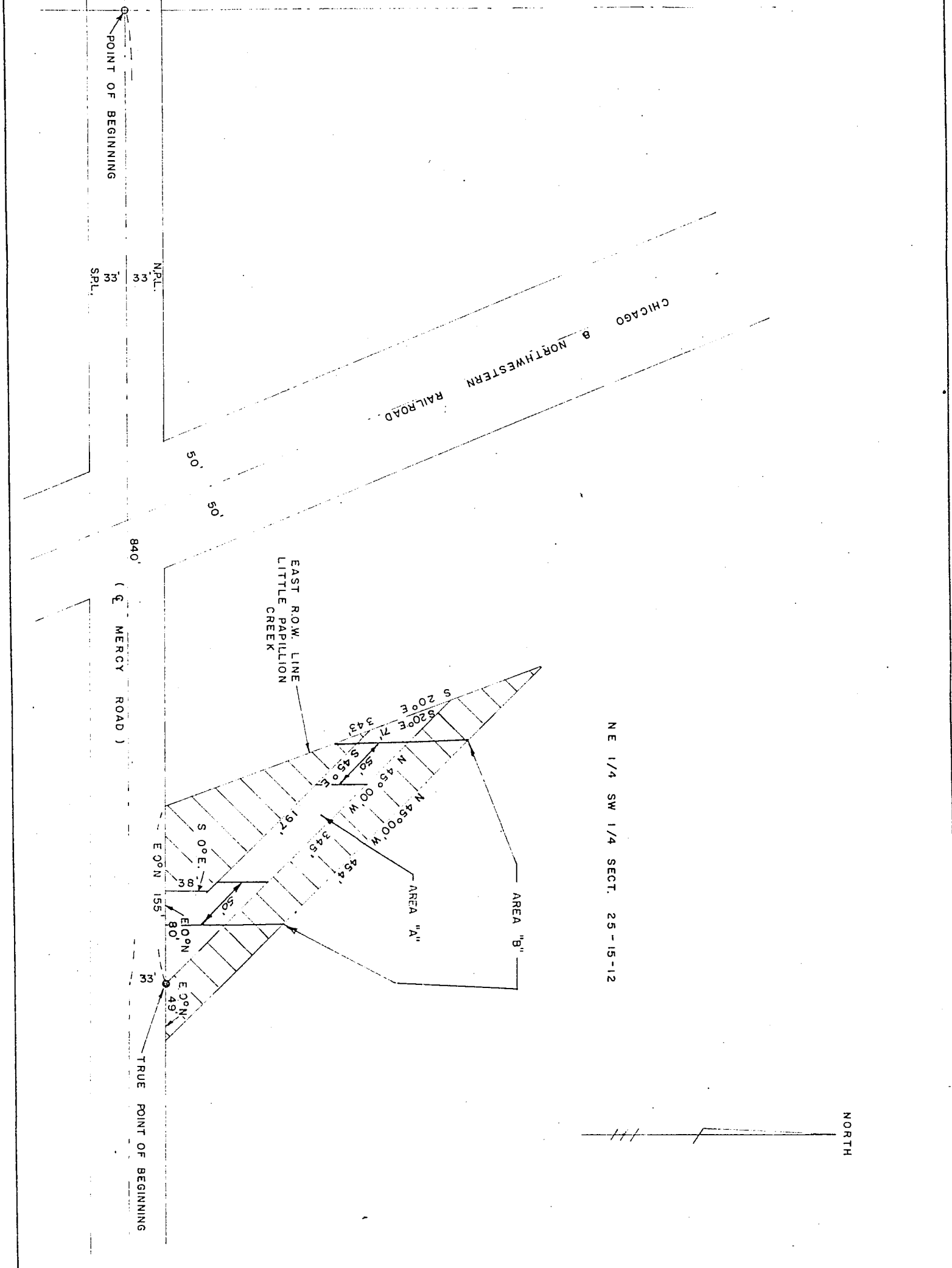
Before me, a Notary Public qualified for said county, personally came John F. Davis, President of The Governors of the Knights of Ak-Sar-Ben, a Nebraska corporation, to me known to be the President of said corporation and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and Notarial Seal this 3 day of October,



[Signature]  
Notary Public

My Commission expires the 27 day of August, 1969.



NE 1/4 SW 1/4 SECT. 25-15-12

NORTH

<p>METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA</p>	
<p>EASEMENT ACQUISITION</p>	
<p>TRACT NO. 1</p>	<p>LAND OWNED BY AK-SAR-BEN</p>
<p>AREA PERMANENT 0.22 ACRE</p>	<p>AREA TEMPORARY</p>
<p>LEGEND</p>	<p>PERMANENT EASEMENT </p> <p>TEMPORARY EASEMENT </p>
<p>DRAWN BY G.F.O.</p>	<p>DATE 9-12-67</p>
<p>CHECKED BY</p>	<p>DATE</p>
<p>REVISED BY</p>	<p>DATE</p>
<p>REV. CK'D BY</p>	<p>DATE</p>

24. 24 October 67 1:31P THOMAS J. O'CONNOR, REGISTER OF DEEDS