

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 31st day of July, 1978, between Quail Creek Co., a 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 One Dollar (\$1.00) 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, 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 136, 137, 142, 143, 161, 162, 168, 204, 206, 234, 235, 236, 237, 239, 240, 338, 339, 343, and 344 of Quail Creek, a subdivision, as now platted and recorded, in Sarpy County, Nebraska, said strips being more particularly described as follows:

The Northerly Five (5) feet of Lot One Hundred Thirty-six (136) lying along and parallel to the Southerly right-of-way line of Anchor Mill Road;

The Northerly Five (5) feet of Lot One Hundred Thirty-seven (137) lying along and parallel to the Southerly right-of-way line of Anchor Mill Road;

The Northerly Five (5) feet of Lot One Hundred Forty-two (142) lying along and parallel to the Southerly right-of-way line of Anchor Mill Road;

The Northerly Five (5) feet of Lot One Hundred Forty-three (143) lying along and parallel to the Southerly right-of-way line of Anchor Mill Road;

A strip of land lying in Lot One Hundred Sixty-one (161), being Nine (9) feet wide, lying along and parallel to the Southerly right-of-way line of Gow Circle and extending Easterly from the Westerly property line of said lot a distance of Forty-one and Nine-tenths (41.9) feet;

A strip of land Nine (9) feet wide lying along and parallel to the Southerly right-of-way line of Gow Circle, said strip being the front Five (5) feet of Lot One Hundred Sixty-two (162) lying along said right-of-way line;

A strip of land Five (5) feet wide lying along and parallel to the right-of-way line of Gow Circle, said strip being the front Five (5) feet of Lot One Hundred Sixty-eight (168) lying along said right-of-way line;

The Northerly Five (5) feet of Lot Two Hundred Four (204) lying along and parallel to the Southerly right-of-way line of Amos Gates Drive;

The Northerly Five (5) feet of Lot Two Hundred Five (205) lying along and parallel to the Southerly right-of-way line of Amos Gates Drive;

A strip of land lying in Lot Two Hundred Six (206), being Five (5) feet wide, lying along and parallel to the Southerly right-of-way line of Amos Gates Drive and extending Westerly from the Easterly property line of said lot a distance of Forty (40) feet;

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PAGE 580 Carl S. H. Anderson
REGISTER OF DEEDS, SARPY COUNTY, NEB. 20.

The Southerly Fifteen (15) feet of Lot Two Hundred Thirty-four (234) lying along and parallel to the Northerly right-of-way line of Amos Gates Drive;

The Southerly Fifteen (15) feet of Lot Two Hundred Thirty-five (235) lying along and parallel to the Northerly right-of-way line of Amos Gates Drive; also the Westerly Seven (7) feet of Lot Two Hundred Thirty-five (235) lying along and parallel to the Easterly right-of-way line of Trumble Loup West;

The Westerly Seven (7) feet of Lot Two Hundred Thirty-six (236) lying along and parallel to the Easterly right-of-way line of Trumble Loup West;

A strip of land lying in Lot Two Hundred Thirty-seven (237), being Seven (7) feet wide, lying along and parallel to the Easterly right-of-way line of Trumble Loup West and extending Northerly from the Southerly property line of said lot a distance of Forty-five (45) feet;

The Northerly Seven (7) feet of Lot Two Hundred Thirty-nine (239) lying along and parallel to the Southerly right-of-way line of Trumble Loup West;

A strip of land lying in Lot Two Hundred Forty (240), being Seven (7) feet wide, lying along and parallel to the Southerly right-of-way line of Trumble Loup West and extending Easterly from the Westerly property line of said lot a distance of Fifty (50) feet;

The Southerly Five (5) feet of Lot Three Hundred Thirty-eight (338) lying along and parallel to the Northerly right-of-way line of Anchor Mill Road;

The Southerly Five (5) feet of Lot Three Hundred Thirty-nine (339) lying along and parallel to the Northerly right-of-way line of Anchor Mill Road;

The Southerly Five (5) feet of Lot Three Hundred Forty-three (343) lying along and parallel to the Northerly right-of-way line of Anchor Mill Road;

A strip of land lying in Lot Three Hundred Forty-four (344), being Five (5) feet wide, lying along and parallel to the Northerly right-of-way line of Anchor Mill Road and extending Westerly from the Easterly property line of said lot a distance of One Hundred Four (104) feet.

These strips contain a total of Twenty-six Hundredths (0.26) acre, more or less, 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. Grantor, its successors or assigns agree that they will at no time erect, construct or place on or below the surface of said strips 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 Grantor, or duties and powers of Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

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

ATTEST:

QUAIL CREEK CO., Grantor

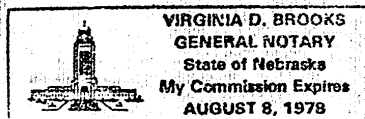
Charles C. Dennis
Title _____

By [Signature]
Title President

STATE OF NEBRASKA)
COUNTY OF SARPI) ss

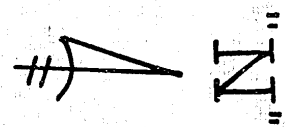
On this 31st day of JULY, 1978, before me, the undersigned, a Notary Public in and for said county, personally came R. Joe Dennis AND Charles C. Dennis, to me personally known to be PARTNERS of Quail Creek Co., a partnership, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution of this instrument as his voluntary act and deed and the voluntary act and deed of said partnership.

Witness my hand and Notarial Seal at Bellevue in said County the day and year last above written.



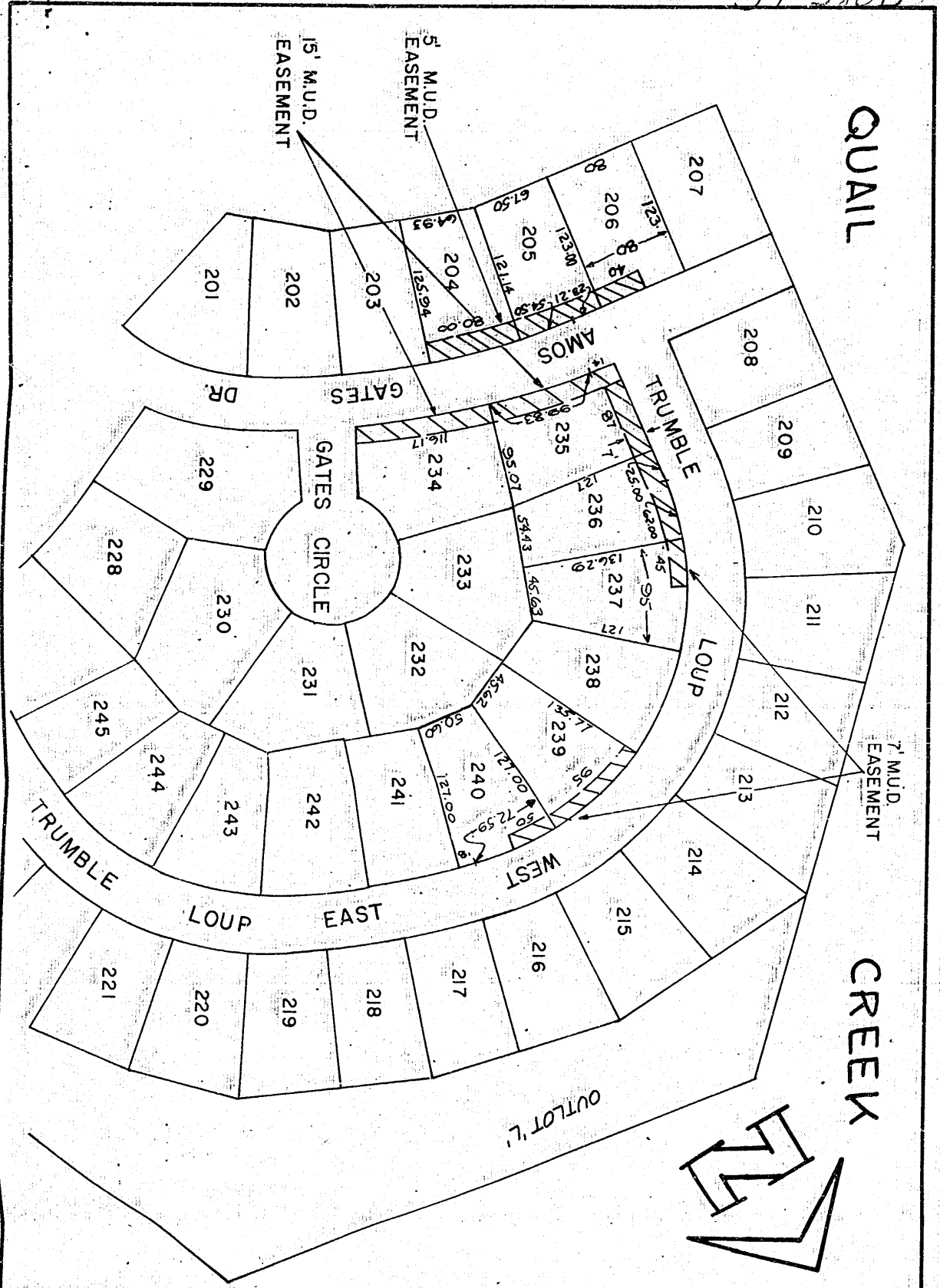
Virginia D. Brooks
Notary Public

QUAIL CREEK



DRAWN BY AF DATE 6-27-78
CHECKED BY TPS DATE 6-28-78
APPROVED BY TPS DATE 6-28-78
REVISED BY _____ DATE _____
REV. CHK'D BY _____ DATE _____
REV. APPROV. BY _____ DATE _____

51-580D



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA		EASEMENT ACQUISITION FOR UCC 5537-1 G.C.C. 8010-1	
LAND OWNER JOE DEANIS COAST COMPANY, INC.		TOTAL ACRE 0.21	
PERMANENT EASEMENT		LEGEND	
DRAWN BY <u>T.H.</u> DATE <u>6-27-78</u> CHECKED BY <u>AF</u> DATE <u>6-28-78</u> APPROVED BY <u>TPS</u> DATE <u>6-28-78</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV. BY _____ DATE _____			