

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 6th day of MAY, 1983, between BROOK HOLLOW, INC. a Nebraska Corporation hereinafter referred to as "Grantor", and Metropolitan Utilities District of Omaha, a Municipal Corporation, hereinafter referred to as "Grantee", WITNESSETH:

That Grantors, in consideration of the sum of One Dollar (\$1.00) 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 water and gas, and all appurtenances thereto, including but not limited to six firehydrants and nine water valve boxes, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several tracts of land lying in Spyglass Hill, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. Said tracts are more particularly described as follows:

The South Five (5) feet of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6);

The Southerly Five (5) feet and the Westerly Five (5) feet of Lot Seven (7);

The Northerly Five (5) feet and the Easterly Five (5) feet of Lot Eight (8);

The East Five (5) feet of Lots Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13);

The Easterly Five (5) feet of Lot Fourteen (14);

A strip of land Five (5) feet wide in Lot Fifteen (15) adjacent to and parallel to Lot Thirty-three (33);

The Westerly Five (5) feet of Lot Sixteen (16);

The Northerly Five (5) feet of Lot Seventeen (17);

The West Five (5) feet and the Northerly Five (5) feet of Lot Eighteen (18);

The West Five (5) feet and the Southerly Five (5) feet of Lot Nineteen (19);

The West Five (5) feet of Lot Twenty (20);

The West Five (5) feet and the North Five (5) feet of Lot Twenty-One (21);

The North Five (5) feet of Lot Twenty-two (22);

The North Five (5) feet and the Easterly Five (5) feet of Lot Twenty-three (23);

The Easterly Five (5) feet of Lot Twenty-four (24);

The Easterly Five (5) feet and the Southerly Five (5) feet of Lot Twenty-five (25);

The Southerly Five (5) feet of Lots Twenty-six (26) and Twenty-seven (27);

The North Five (5) feet and the Westerly Five (5) feet of Lot Twenty-Eight (28);

The North Five (5) feet of Lot Twenty-nine (29);

The Westerly Five (5) feet of Lot Thirty (30);

Two strips of land Five (5) feet wide in Lot Thirty-one (31) adjacent to and parallel to Lot Thirty-three (33) between Lot Twenty-eight (28) and Lot Thirty (30) and South of Lot Thirty (30);

A strip of land Five (5) feet wide in Lot Thirty-two (32) adjacent to and parallel to Lot Thirty-three (33);

All of Lots Thirty-three (33) and Thirty-four (34).

Said tracts of land, shown on the plat attached hereto and made a part hereof by this reference, contain Two and Four Hundred Thirty-six Thousandths (2.436) acres, more or less.

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. Grantors agree that neither they nor their successors, heirs or assigns will at any time erect, construct, or place on or below the surface of said tracts of land any building or structure, except pavement and other utilities, 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 Grantors, 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 Grantors have caused this easement to be signed on the day and year first above written.

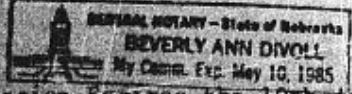
BROOK HOLLOW, INC.

Harold E. Grove
Harold E. Grove, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 6th day of May, 1983, before me, the undersigned, a Notary Public in and for said County personally came Harold E. Grove, President of Brook Hollow, Inc. (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above 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 ~~not as an officer or agent of said corporation.~~

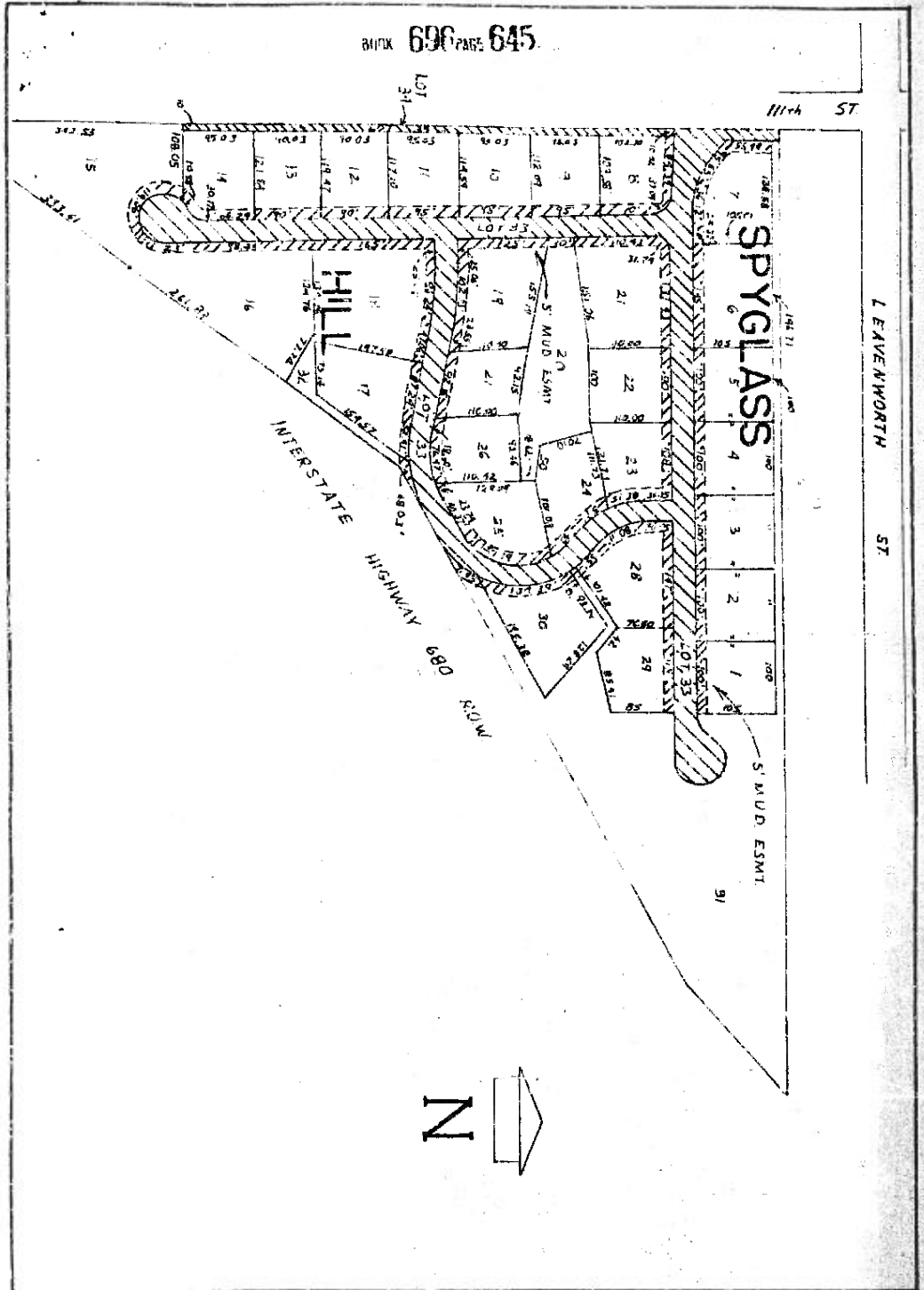
WITNESS my hand and Notarial Seal at Omaha in said county the day and year last above written.



Beverly Ann Divoll
Notary Public

My Commission Expires the 10th day of May, 1985.

BOOK 696 PAGE 645



METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA
 EASEMENT ACQUISITION
 F.H. MCC. 5891
 G.C.C. 8478
 LAND OWNER
 TOTAL ACRES 2.436
 LEGEND
 PERMANENT EASEMENT [Hatched Box]
 PERMANENT EASEMENT
 DRAWN BY M.S. DATE 3-17-81
 CHECKED BY J.R.P. DATE 3-18-81
 APPROVED BY _____ DATE _____
 RECEIVED BY _____ DATE _____
 REV. CHECKED BY _____ DATE _____
 REV. APPROVED BY _____ DATE _____
 PAGE 1 OF 1

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SUBORDINATION AGREEMENT

WHEREAS, the Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as NPPD, is the holder of easement rights with respect to the following described real property:

Lots six (6) through sixteen (16), eighteen (18) through twenty-one (21), and thirty-three (33), all in Spyglass Hill, being a platting of part of the south one-half (S 1/2) of Section Twenty (20), Township Fifteen (15) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska.

Said easement was acquired by assignment from the Loup River Power District, said assignment being found at Book 495, page 353, of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska; and also being shown on the plat of Spyglass Hill at Book 1659, Page 17, of the Deed Records of the Register of Deeds of Douglas County.

WHEREAS, the Metropolitan Utilities District of Omaha, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as MUD, intends to obtain or has obtained easement rights over, upon, and in the above-described real property for the purpose of constructing, operating, maintaining and inspecting gas and water lines,

NOW, THEREFORE, in consideration of the benefits to accrue to said real property and the covenants, conditions and agreement herein contained, MUD hereby agrees that its subsequent easement with respect to said real property is and shall be subject to and subordinate to the rights and privileges granted to NPPD by its aforesaid easement.

MUD agrees that it shall at all times exercise all due care and diligence to avoid injury or damage to the property of NPPD, and shall indemnify and save harmless NPPD from any injury, death, damage, or loss to person or property of any persons whomsoever, arising or occurring by reason of the aforesaid construction, operation, maintenance, and inspection of MUD's gas and water lines.

MUD agrees that if the aforesaid construction, operation, maintenance and inspection shall make it reasonably necessary to change, alter, protect or rearrange facilities of NPPD, such cost shall be paid by MUD.

MUD further agrees that during the construction and maintenance period of its gas and water lines, it shall abide by the following restrictions:

1. No trenches within fifteen (15) feet of NPPD tower or poles should be left open overnight.
2. All trenched areas within fifteen (15) feet of a tower or pole are to be compacted to at least the existing compaction.
3. If a trench more than twelve (12) inches wide and five (5) feet deep is required within fifteen (15) feet of a tower or pole, MUD will contact NPPD before digging.
4. Every effort should be made to keep pipes at least three (3) feet away from wood poles and five (5) feet from any steel tower leg. If the same is not possible, caution will be used while trenching so that contact is not made between the trencher and pole or steel tower legs.
5. Pipe lines will be marked in some way near the structures to avoid problems if NPPD would ever be digging near these lines.

It is understood and agreed that this Subordination Agreement shall not subordinate or in any way affect the easements of MUD with respect to other property, nor shall it affect any other easement. It is further understood and agreed that this Subordination Agreement shall not affect the privileges and easement of ingress and egress to MUD for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of its gas and water lines.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties thereof.

Executed this 31 day of August, 1981.

METROPOLITAN UTILITIES DISTRICT OF OMAHA

ATTEST: Randall W. Owens

By Robert W. Bell
Robert W. Bell, General Manager

NEBRASKA PUBLIC POWER DISTRICT

ATTEST: Frank C. Whitney
Assistant Secretary

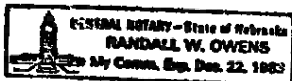
By Frank C. Whitney
Title Assistant General Manager

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 31st day of August, 1981, before me, a Notary Public in and for said county and state, personally came the above named Robert W. Bell, General Manager of Metropolitan Utilities District of Omaha, known to me to be the identical person who signed the above and foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Metropolitan Utilities District of Omaha.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



Randall W. Owens
Notary Public

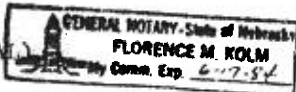
My commission expires 12/22/83.

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 31st day of August, 1981, before me, a Notary Public in and for said county and state, personally came the above named Frank C. Whitney, Asst. Gen. Mgr. of Nebraska Public Power District, known to me to be the identical person who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Nebraska Public Power District.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



Florence M. Kolm
Notary Public

My commission expires June 17, 1984.

Approved as to form
W. H. Stoney
General Counsel
8-18-81

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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