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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 6 day of OCT, 2000, between BOOGE PROPERTIES LIMITED PARTNERSHIP, a South Dakota Nebraska limited partnership ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS: Sean Burke

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, pipelines for the transportation of gas and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land lying in both the NE ¼ and SE ¼ of the SE ¼ of Section 9, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska and described as follows:

The west 22 feet of the east 55 feet of the north 1796.6 feet of the NE ¼ of the SE ¼ of Section 9-15-11.

Said tract contains 0.907 acres, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour and condition within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is a lawful possessor of this real estate; has good right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

Return To: TJ Seeset
Mug Land Dept
1723 Harney St
Omaha Ne 68102

005119

5. The person executing this instrument represents that he/she has authority to execute it on behalf of the limited partnership.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

BOOGE PROPERTIES LIMITED PARTNERSHIP, a South Dakota Limited Partnership, Grantor

By: Alan Booge

Title: President

ACKNOWLEDGMENT

SEAN BURKE
Notary Public Arizona
Maricopa County
My Commission Expires
Mar. 19, 2004

STATE OF Arizona)
) ss
COUNTY OF Maricopa)

This instrument was acknowledged before me on Oct 6, 2000,

by Alan Booge (name), President (title) of Booge Limited Partnership, a South Dakota limited partnership.

Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR G.R.M. 11900

LAND OWNER
BOOGE PROPERTIES LIMITED
P.O. BOX 494
SOUTH SIOUX CITY, NE 68776

TOTAL ACRE PERMANENT 0.907 ±

TOTAL ACRE TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY J. STANEK
DATE 09-13-2000
CHECKED BY J.S.S.
DATE 9-13-2000
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
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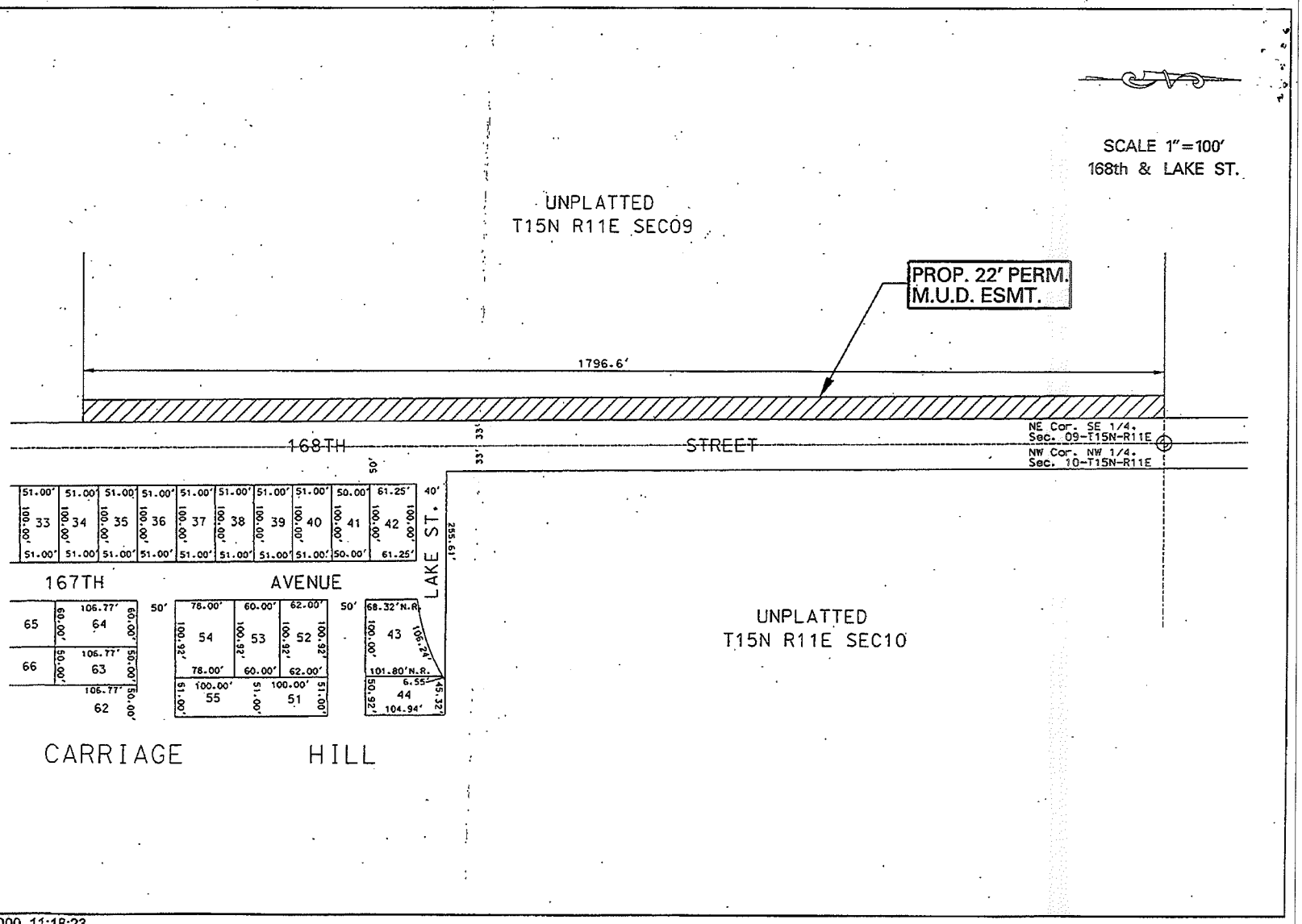

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