

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 4th day of December, 1978, between School District No. 54 a/k/a Ralston Public Schools, 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 water and 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:

A strip of land lying in the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska; also a tract of land lying in Lot Seven (7), Block Twenty-two (22) of Bay Meadows, a subdivision, as now platted and recorded, in Douglas County, Nebraska, said strip and tract being more particularly described as follows:

Commencing at the Northeast corner of Lot Thirty-six (36) of Turtle Creek, a subdivision, as now platted and recorded, in the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14), Range Twelve (12), Douglas County, Nebraska; thence South 89°59'55" West (assumed bearing) along the North property line of said Lot Thirty-six (36) a distance of Thirty-five and Thirteen Hundredths (35.13) feet to the point of beginning; thence continuing along said North property line a distance of Twenty and Eight Hundredths (20.08) feet; thence North 5°0'10" West a distance of Three Hundred Ninety-nine and Twelve Hundredths (399.12) feet; to a point on the North line of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fourteen (14), Range Twelve (12); thence North 89°59'53" East along said North line a distance of Twenty and Eight Hundredths (20.08) feet; thence South 5°0'10" East a distance of Three Hundred Ninety-nine and Twelve Hundredths (399.12) feet to the point of beginning;

Also, commencing at the Southwest corner of Lot Seven (7), Block Twenty-two (22), of Bay Meadows; thence North 89°59'53" East (assumed bearing) along the South property line of said Lot Seven (7) a distance of Sixty and Twenty-one Hundredths (60.21) feet to the point of beginning; thence continuing along said South property line a distance of One Hundred Five and Four Tenths (105.4) feet; thence North 5°0'10" West a distance of One Hundred Twenty-five and Forty-eight Hundredths (125.48) feet to a point on the North propertyline of said Lot Seven (7); thence South 89°59'53" West along said North property line a distance of One Hundred Five and Four Tenths (105.4) feet; thence South 5°0'10" East a distance of One Hundred Twenty-five and Forty-eight Hundredths (125.48) feet to the point of beginning.

These parcels contain a total of Forty-seven Hundredths (0.47) 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 parcels 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. Grantee agrees to restore the easement area to its original condition and to pay Grantor for any damages which may be occasioned by its construction activities in installing the mains or any subsequent work on its mains.

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.

SCHOOL DISTRICT NO. 54
a/k/a RALSTON PUBLIC SCHOOLS,
Grantor

By Richard J. Anderson
Title Pres School Board

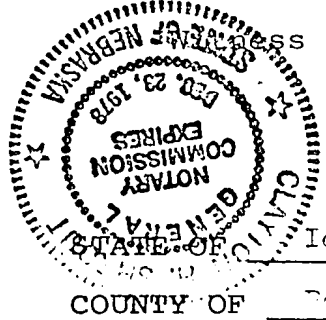
Northern Natural Gas Company has an easement over the same above described easement area. It hereby consents and agrees to School District No. 54 granting this additional easement over the same area to Metropolitan Utilities District of Omaha.

NORTHERN NATURAL GAS COMPANY

By R. L. Anderson
Title Des Moines Area Manager

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 4th day of December, 1978, before me, the undersigned, a Notary Public in and for said county, personally came Richard J. Anderson, to me personally known to be the President of School Board of School District No. 54 a/k/a Ralston Public Schools 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 School District No. 54 a/k/a Ralston Public Schools.



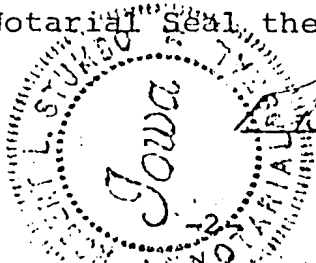
Witness my hand and Notarial Seal the day and year last above written.

Clayton H. Sherout
Notary Public

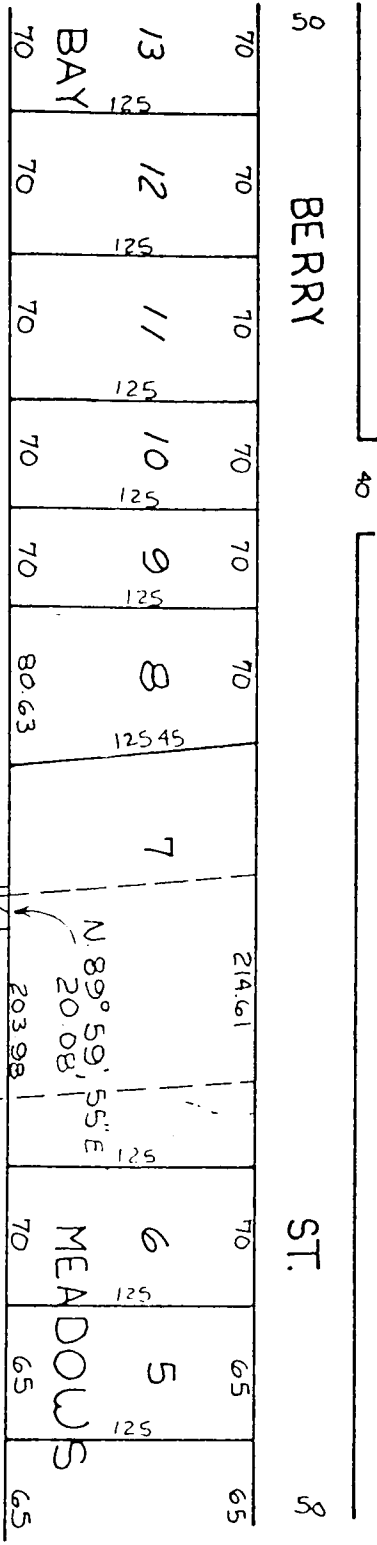
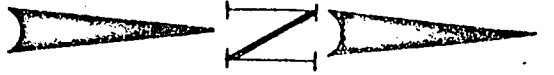
Iowa)
) ss
COUNTY OF Polk)

On this 30 day of November, 1978, before me, the undersigned, a Notary Public in and for said county, personally came R. L. Anderson, to me personally known to be the Area Manager, Des Moines Area of Northern Natural Gas Company, a corporation, 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 Northern Natural Gas Company.

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

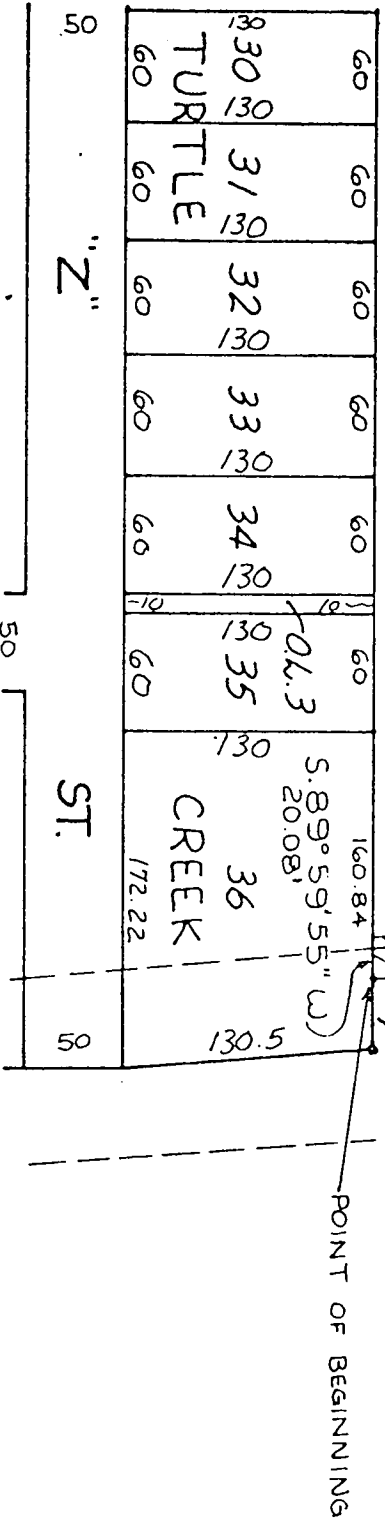


Robert S. Sturges
Notary Public



MEADOWS
ELEMENTARY
SCHOOL

SW 1/4 SECT. 10 - 14 - 12



DRAWN BY I.H. DATE 8-1-78
 CHECKED BY AF. DATE 8-2-78
 APPROVED BY T.H.S. DATE 8-2-78
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 2

PERMANENT EASEMENT

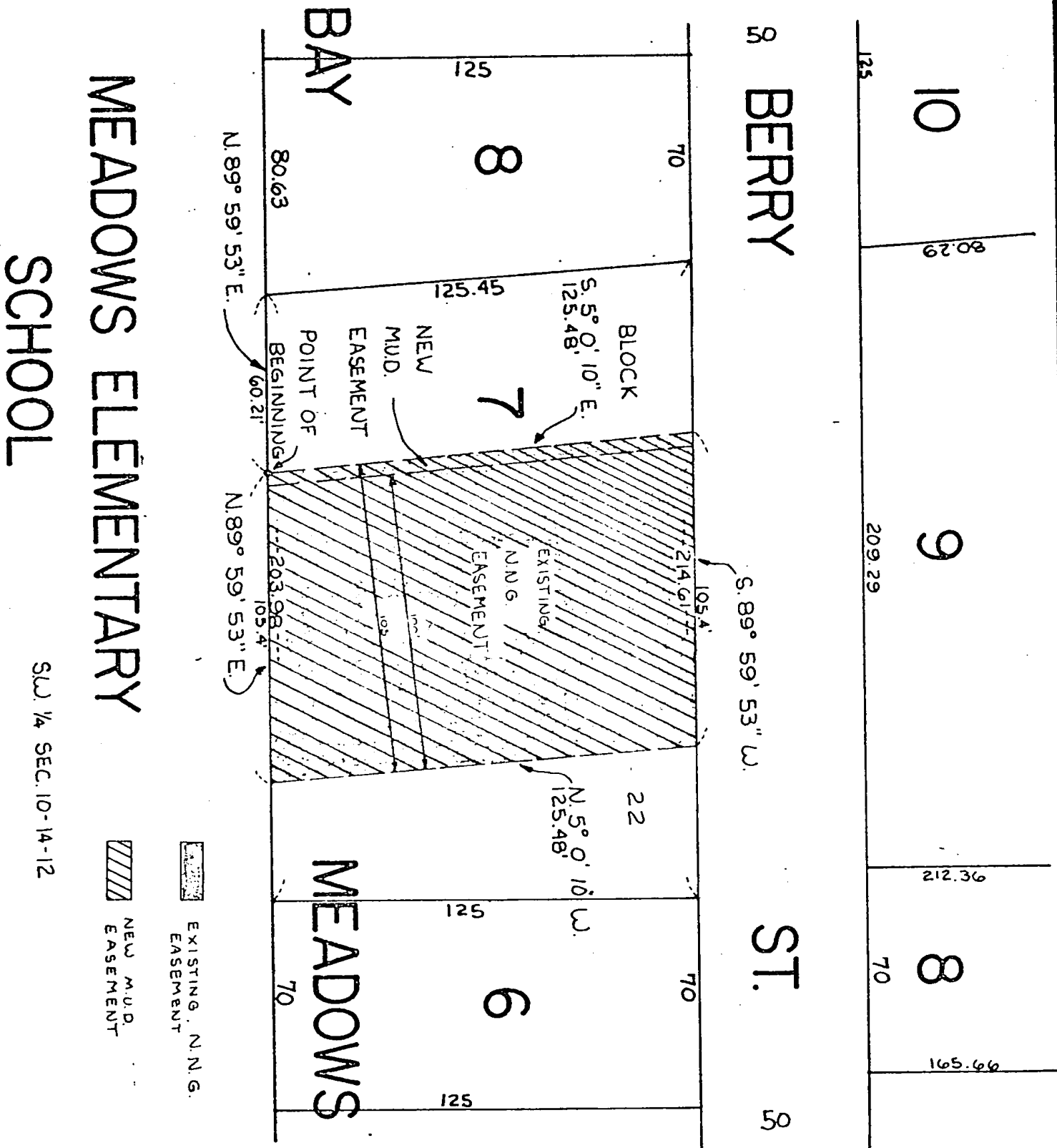
LEGEND

TOTAL ACRE 0.47

EASEMENT
ACQUISITION
FOR GCC ROLL

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA



LAND OWNER _____
 BALSTON BOARD
 OF EDUCATION



MEADOWS ELEMENTARY SCHOOL

SCHOOL

S.W. 1/4 SEC. 10-14-12

 EXISTING N.N.G. EASEMENT
 NEW MUD. EASEMENT

PAGE 2 OF 2

LAND OWNER
 RALSTON BOARD
 OF EDUCATION
 TOTAL ACRE 0.47
 LEGEND

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA
 EASEMENT
 ACQUISITION
 FOR GCC ROLL

DRAWN BY J.H. DATE 8-2-78
 CHECKED BY A.F. DATE 8-2-78
 APPROVED BY J.O.S. DATE 8-2-78
 REVISED BY DATE
 REV. CHK'D BY DATE
 REV. APPROV. BY DATE

33 *handwritten*

RECEIVED
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 PLAT FILED
 PUBLIC RECORDS
 LINCOLN, NEBRASKA

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