

THIS INDENTURE, made this 5th day of November, 1981, between Turtle Creek Joint Venture, a joint venture organized under and subject to the Uniform Partnership Act of Nebraska, 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 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, a pipeline for the transportation of 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:

in

A tract of land, Lot Two Hundred Ninety-Three (293) of Turtle Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tract is more particularly described as follows:

The northerly five (5) feet of the easterly five (5) feet of said Lot 293.

Said tract, as shown on the plat attached hereto and incorporated herein by this reference, contains 0.0005 of an acre, 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. The Grantor agrees that neither it nor its successors or assigns will at any time erect, construct or place on or below the surface of said tract of land any building or structure, except pavement, and neither it nor they will give anyone else permission to do so.

2. The 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 the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. It is further agreed Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and his/her/its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

5. The person or persons executing this instrument represent he/she/they have the requisite authority to execute this instrument and make this conveyance on behalf of the Grantor joint venture.

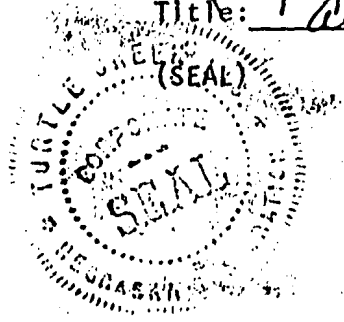
IN WITNESS WHEREOF, the Grantor has caused this easement and right of way to be signed and executed on the day and year first above written.

TURTLE CREEK JOINT VENTURE, a joint venture organized under and subject to the Uniform Partnership Act of Nebraska, Grantor

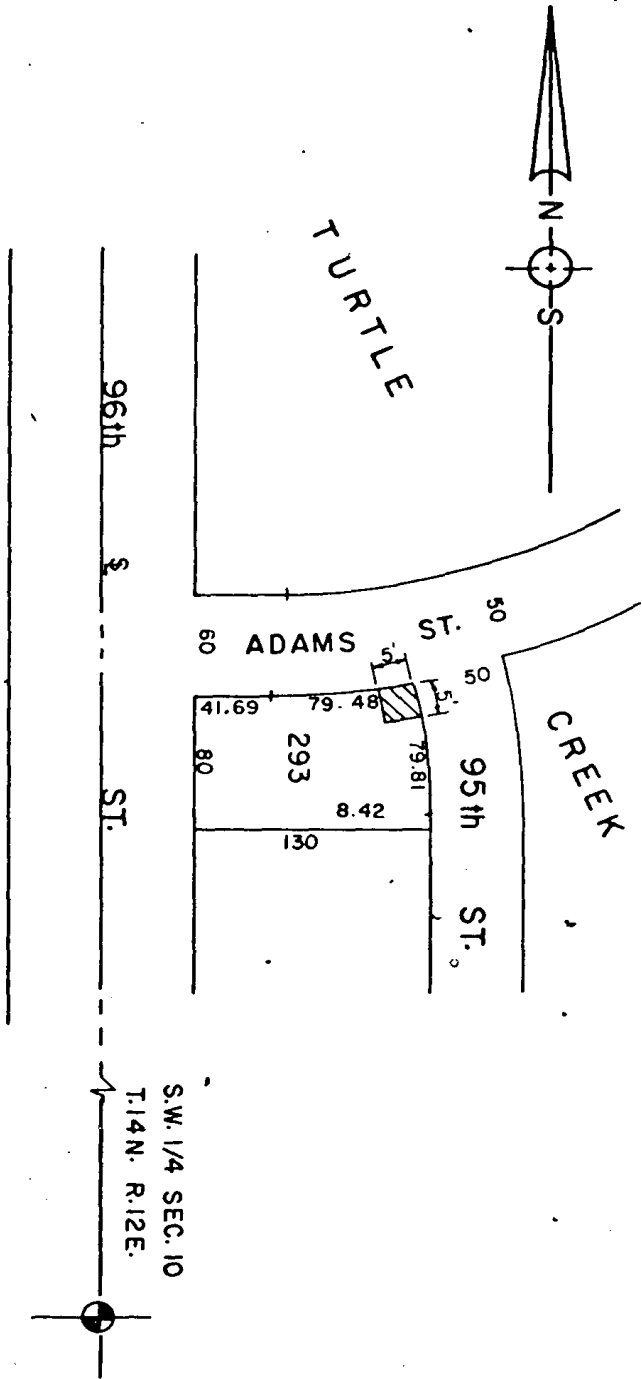
By: Turtle Creek, Inc., a Nebraska Corporation, Managing Partner

BY Gene D. Svensen  
Gene D. Svensen, President

ATTEST:  
Nancy S. Drennon  
Title: Asst. Secretary







METROPOLITAN UTILITIES DISTRICT

OMAHA, NEBRASKA

EASEMENT ACQUISITION FOR G.C.C. 8318

LAND OWNER  
TURTLE CREEK JT. VENT.

TOTAL ACRE 0.0006

LEGEND  
PERMANENT EASEMENT [shaded box]

PAGE 1 OF 1

DRAWN BY J.R.P. DATE 9-4-81  
 CHECKED BY J.R.P. DATE 9-4-81  
 APPROVED BY [Signature] DATE 11/21/81  
 REVISED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. CHKD BY \_\_\_\_\_ DATE \_\_\_\_\_  
 REV. APPROV BY \_\_\_\_\_ DATE \_\_\_\_\_

FILE NO. 417075

*Will L. B.*

RECEIVED  
1981 NOV 30 AM 9:46

C. HAROLD OSTLER  
REGISTERED SURVEYOR  
DOUGLAS COUNTY, NEBR.

*663*  
*153*  
*mac*

*596*  
*6.1*  
*Podobog*  
*Xogug*  
*Podobog*  
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