

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 8th day of June, 1977, between Byron Reed Company, Inc., a corporation, 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 tracts of land located in Woodhaven Replat II, a subdivision as platted and recorded in Douglas County, Nebraska, these tracts being more particularly described as follows:

A strip of land Ten (10) feet wide adjacent and parallel to the Southeasterly property line of Lot Three Hundred (300), said strip being the Southeasterly Ten (10) feet of Lot Three Hundred (300);

A strip of land Ten (10) feet wide adjacent and parallel to the Southeasterly property line of Lot Three Hundred One (301), said strip being the Southeasterly Ten (10) feet of Lot Three Hundred One (301);

A strip of land Ten (10) feet wide adjacent and parallel to the Southeasterly and Southwesterly property lines of Lot Three Hundred Two (302), said strip being the Southeasterly and Southwesterly Ten (10) feet of Lot Three Hundred Two (302);

A strip of land Ten (10) feet wide adjacent and parallel to the Northwesterly and Easterly property lines of Lot Three Hundred Seventeen (317), said strip being the Northwesterly and Easterly Ten (10) feet of Lot Three Hundred Seventeen (317);

A strip of land Ten (10) feet wide adjacent and parallel to the Northwesterly property line of Lots Three Hundred Eighteen (318), Three Hundred Nineteen (319), and Three Hundred Twenty (320), said strip being the Northwesterly Ten (10) feet of Lots 318, 319 and 320;

A strip of land Ten (10) feet wide adjacent and parallel to the Northwesterly and Westerly property lines of Lot Three Hundred Twenty-one (321), said strip being the Northwesterly and Westerly Ten (10) feet of Lot Three Hundred Twenty-one (321);

A strip of land Ten (10) feet wide adjacent and parallel to the Southerly property line of Lots Three Hundred Twenty-two (322) and Three Hundred Twenty-three (323), said strip being the Southerly Ten (10) feet of Lots 322 and 323;

A strip of land Ten (10) feet wide adjacent and parallel to the Southerly and Easterly property lines of Lot Three Hundred Twenty-four (324), said strip being the Southerly and Easterly Ten (10) feet of Lot Three Hundred Twenty-four (324);

A strip of land Ten (10) feet wide adjacent and parallel to the Easterly property line of Lot Three Hundred Twenty-five (325), said strip being the Easterly Ten (10) feet of Lot Three Hundred Twenty-five (325).

All these tracts contain a total of Twenty-eight Hundredths (0.28) acre, more or less, all as shown on the plat attached hereto and made apart 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 agrees that neither it nor its successors or assigns will at any 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.

Witness:

BYRON REED COMPANY, INC., Grantor

By Charles E. Peterson
Title President

[Signature]
Title President

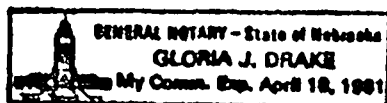
STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

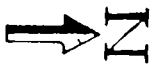
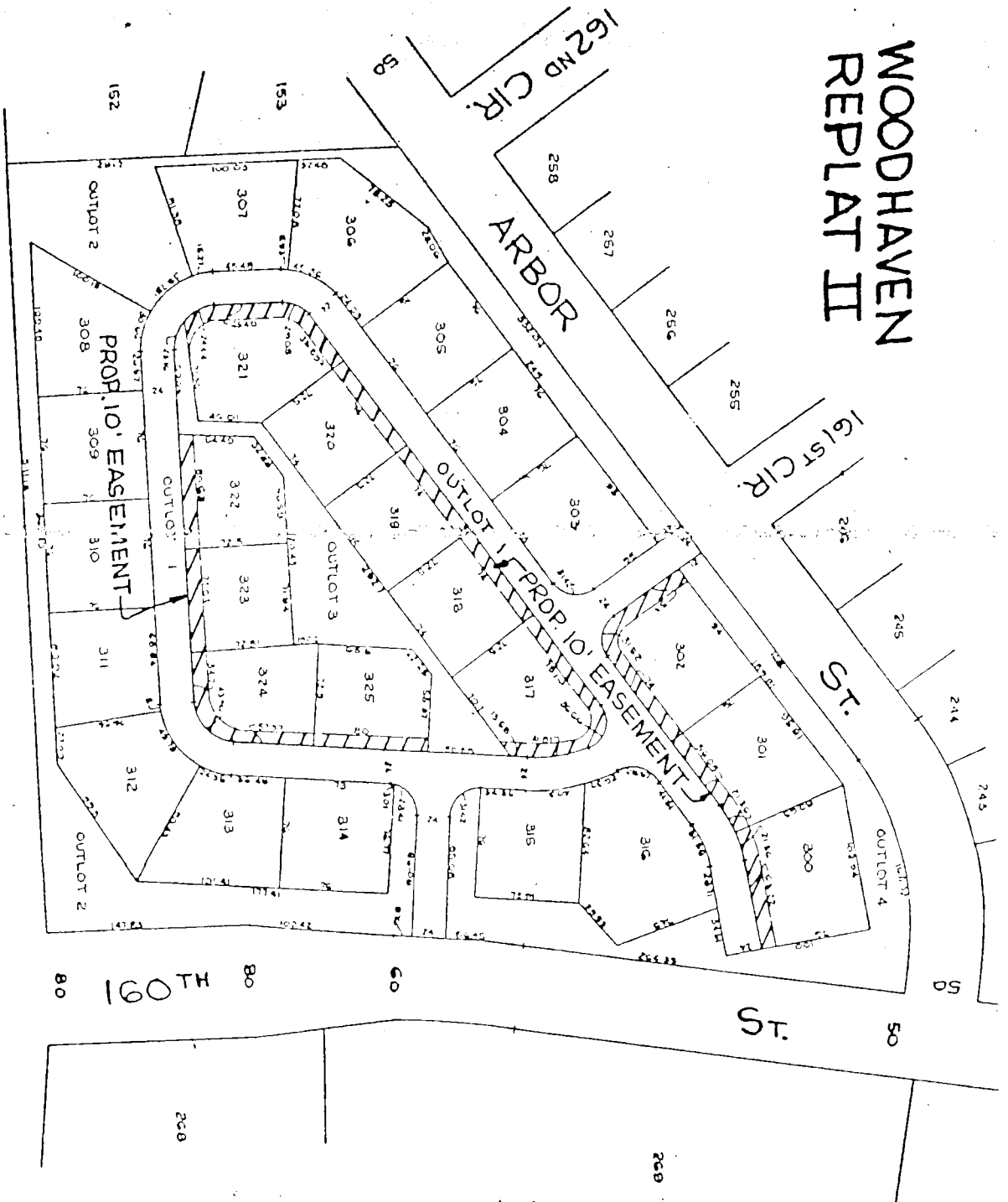
On this 8 day of JUNE, 1977, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came CHARLES E. PETERSON, JR., to me personally known to be PRESIDENT of Byron Reed Company, Inc., a corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

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



Gloria J. Drake
Notary Public

WOODHAVEN REPLAT II



DRAWN BY AF DATE 5-5-77
 CHECKED BY AF DATE 5-5-77
 APPROVED BY _____ DATE _____
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

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PERMANENT EASEMENT

LEGEND

TOTAL ACRE _____

LAND OWNER
BYRON REED CO.
INC.

FOR
EASEMENT
ACQUISITION
G.W.O. 4629

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

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0071

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JUN 13 AM 8:37
C. HARVEY SMITH
CITY ENGINEER

[Handwritten signature]