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SEP 28 12 37 PM '94

GEORGE J. BUCHEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



PERMANENT EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 26 day of SEPTEMBER, 1994, between CINNAMON CREEK LAND CORPORATION, a Nebraska 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 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 water and all appurtenances thereto, including but not limited to one valve and air tap (Lot 120 only), together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

The East Five Feet (E.5') of each of Lots 145, 146 and 147, and the South Feet Five (S.5') of each of Lots 119 and 120, all in Cinnamon Creek, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska. Said tracts total 0.0445 of an acre, more or less, and are shown on the drawing attached hereto and made a part hereof by this reference.

60511
1250 Comp ML-06445
R. Owens
118
173 Hwy 20

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 and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent 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 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 executors, administrators, 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.

5. The person executing this instrument represents that he has authority to execute it.

Pls return to - R. Owens
MUD
1723 Hawley
68102

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

CINNAMON CREEK LAND CORPORATION,
a Nebraska Corporation, Grantor

(Corporate Seal)

ATTEST:

Michael R. McManis

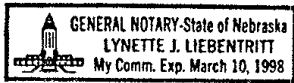
By: *John C. Allen*
John C. Allen, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

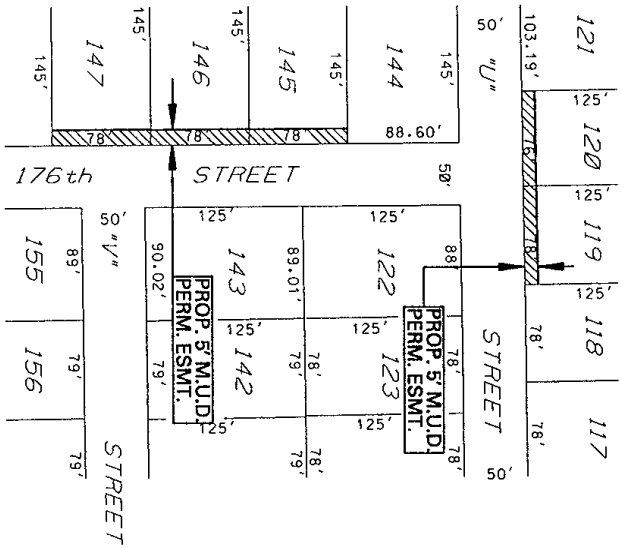
This instrument was acknowledged before me on September 26, 1994 by John C. Allen, President of Cinnamon Creek Land Corporation, a Nebraska Corporation, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and in his capacity as said President, and the voluntary act and deed of said corporation.

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



Lynette J. Liebentritt
Notary Public

My Commission expires: 3-10-98.



NO SCALE
CINNAMON CREEK

METROPOLITAN

UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR

W.C.C. 7809

LAND OWNER

Cinnamon Creek
Land Corporation

TOTAL ACRE

PERMANENT 0.0445 ±

TOTAL ACRE

TEMPORARY

LEGEND

PERMANENT EASEMENT

TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY S.A.M.

DATE 8-30-94

CHECKED BY *Sam*

DATE 9-1-94

APPROVED BY _____

DATE _____

REVISED BY _____

DATE _____

REV. CHK'D. BY _____

DATE _____

REV. APPROV. BY _____

DATE _____