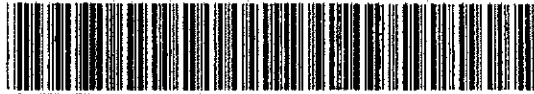


RECEIVED

DEC 31 2 44 PM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



1234 092 MISC



16719 97 092-094

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 29th day of October, 1997, between RIDGES LTD. PARTNERSHIP, a Nebraska Limited Partnership, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

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 water and all appurtenances thereto, including but not limited to one cc box cover, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Fairway Ridge, a subdivision as platted and recorded in Douglas County, Nebraska, and being described as follows:

The southerly five feet (5') of Lots 50, 51, and 52 abutting Pinehurst Street;

AND

The northerly five feet of Lots 46, 47, 48, and 49 abutting Pinehurst Street.

This permanent easement contains 0.089 of an acre, 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 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.

Return to: TJ Secret  
MUD Law Dept  
1723 Harney St  
Omaha, NE  
68102-1960

16719 / OC-11903  
REC. 12/30/97  
EXP. Comp C/O \_\_\_\_\_ COMP. VP  
DEL. \_\_\_\_\_ SCAN sc PL \_\_\_\_\_

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/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.

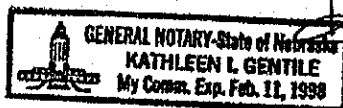
RIDGES LTD. PARTNERSHIP,  
a Nebraska Limited Partnership,  
Grantor, by  
RIDGES CORPORATION,  
General Partner,

By: Timothy J. McReynolds President  
Partner

ACKNOWLEDGMENT

STATE OF Ne )  
                                ) ss  
COUNTY OF Douglas )

This instrument was acknowledged before me on 10/29  
1997, by Timothy J. McReynolds, Partner of Ridges Ltd. Partnership,  
a Nebraska Limited Partnership, on behalf of the said limited partnership.



Kathleen L. Gentile  
Notary Public

**METROPOLITAN UTILITIES DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT ACQUISITION**

FOR WCC 8008  
GRM 10870

LAND OWNER  
Tim McReynolds,  
Ridges Ltd. Partnership

TOTAL ACRE PERMANENT 0.089 ±  
TOTAL ACRE TEMPORARY

LEGEND  
 PERMANENT EASEMENT  
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY CLY.  
 DATE 9-29-97  
 CHECKED BY  
 DATE  
 APPROVED BY *ESS*  
 DATE 9-29-97  
 REVISED BY  
 DATE  
 REV. CHK'D. BY  
 DATE  
 REV. APPROV. BY  
 DATE

NO SCALE  
 FAIRWAY RIDGE  
 192ND ST. & W. CENTER RD.

