

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 13 day of September, 1993, between CHANDLER STORAGE WEST, a Nebraska General Partnership, 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 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:

PERMANENT EASEMENT

A tract in Pleasant Hill Martins Subdivision, an Addition to the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, and described as follows:

Commencing at the NE corner of Lot Two (2) of said subdivision at the point of beginning; thence westerly 10.00 feet on the south ROW line of Chandler Road; thence southerly 44.38 feet on a line perpendicular to the south ROW line of Chandler Road to the point of intersection with the west property line of Tax Lot W (in the North Half (N ½) of the Southeast Quarter (SE ¼) of Section 16, Township 14 North, Range 13 East of the 6th P.M.), said intersection line being the west ROW line of abandoned Rock Island Railroad; thence northeasterly 45.49 feet on the west ROW line of abandoned Rock Island Railroad to the point-of-beginning.

Said tract contains 0.0051 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 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 easement tract any building or structure, except pavement, and they will not 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.

RECEIVED

SEP 15 1993

LAW DEPT.

93-25619 A

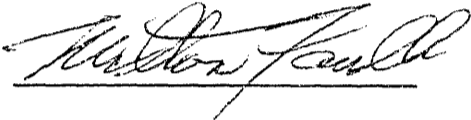
4. It is further agreed the Grantor has lawful possession of said real estate, good right and lawful authority to make such conveyance and it and its executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the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

5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of the designated corporate partner and of said Partnership.

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.

CHANDLER STORAGE WEST,
a Nebraska General Partnership,
Grantor

WITNESS:



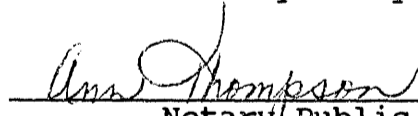
By: Charles Faulk 9-13-93
General Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

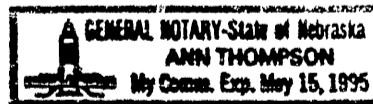
On this 13th day of September, 1993, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Charles Faulk, General Partner of Chandler Storage West, a Nebraska General Partnership, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such General Partner and the voluntary act and deed of said Partnership.

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




Notary Public

My Commission expires: May 15, 1995.



FILED IN...
INSTRUMENT NUMBER
93-025619

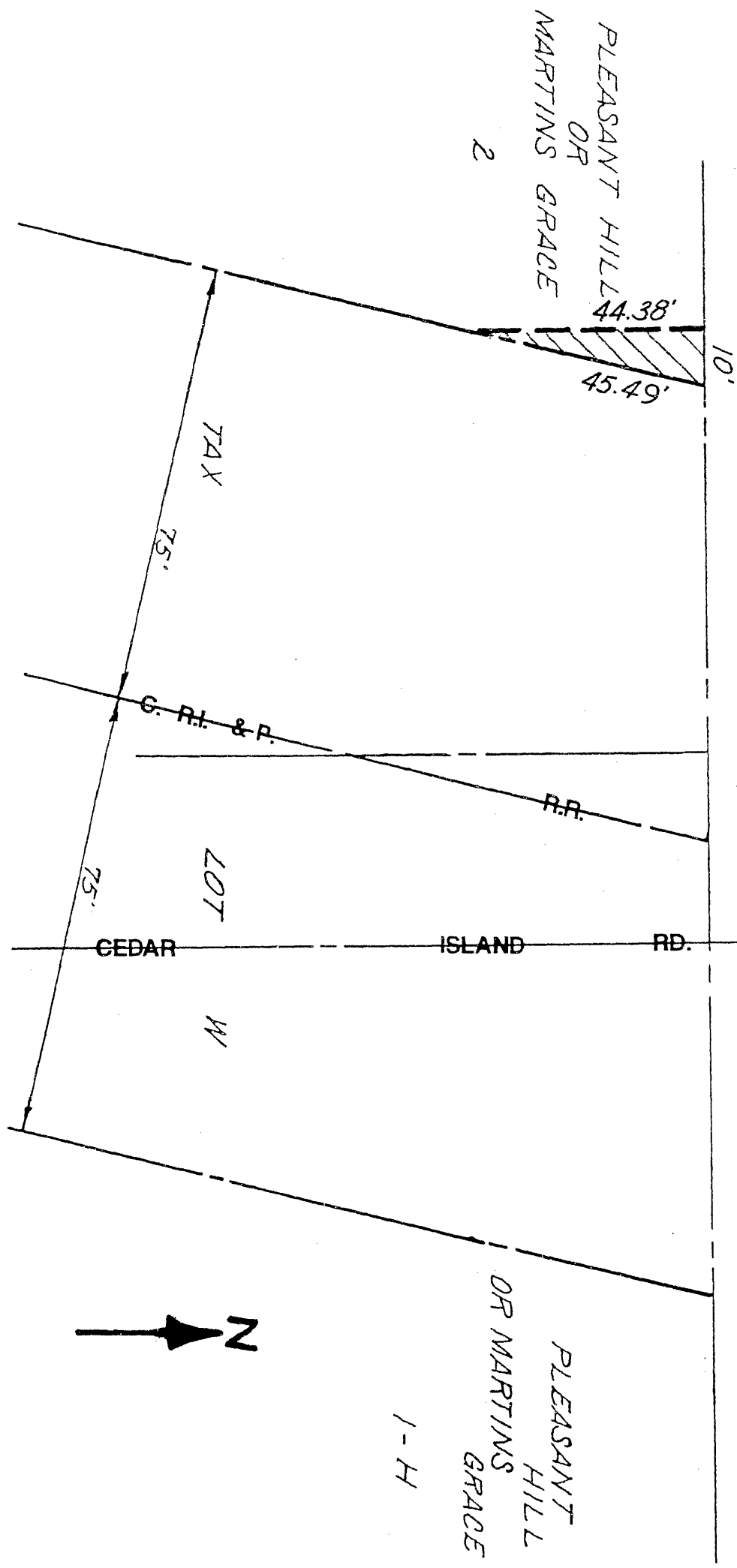
93 OCT 12 PM 1:12


REGISTER OF DEEDS

Proof	<u>W</u>
D.E.	<u>W</u>
Verify	<u>[Signature]</u>
Filmed	_____
Checked	_____
Fee \$	<u>15.50</u>

CHANDLER

RD.



METROPOLITAN UTILITIES DISTRICT

OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR G.C. 10460-1

LAND OWNER

FAULK INVESTMENTS
11224 P. ST.
OMAHA NE

TOTAL ACRE PERMANENT 0.0051

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY S.R.W.
DATE 09-08-93
CHECKED BY
DATE
APPROVED BY J.T.K.
DATE 9/8/93
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE