



THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 28th day of October, 1992, between KV WESTRIDGE LIMITED PARTNERSHIP, a Nebraska Limited 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

Two tracts in KVI - 132nd Street Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and described as follows:

Tract 1:

A 20-foot-wide parcel in Lots 1 and 2, the centerline of which is described by the following:

Commencing at the northwest corner of Lot 1; thence S.00°00'00" E. along the east right-of-way of 132nd Street a distance of 94 feet to the point of beginning; thence N.45°00'00" E. a distance of 48 feet; thence N.89°58'07" E. a distance of 115 feet; thence N.45°00'00" E. a distance of 35 feet; thence N.89°58'07" a distance of 466 feet; thence S.45°01'53" E. a distance of 280 feet; thence S.00°12'00" W. a distance of 285 feet to point "A" (point on property lines between Lots 1 and part of Lot 2). Commencing from point "A" into the easternmost part of Lot 2; thence S.00°12'00" W. a distance of 517 feet; thence S.44°48'00" E. a distance of 60 feet; thence S.00°12'00" W. a distance of 112 feet, more or less, to the south property line of part of Lot 2 and the point of termination.

Said Tract 1 contains 0.877 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

Tract 2:

A parcel in Lot 2 commencing at the southeast corner of the easternmost part of said Lot; thence N.76°53'01" W. a distance of 74.23 feet; thence N.0°06'18" W. a distance of 247.76 feet; thence N.43°26'07" W. a distance of 11.49 feet; thence N.0°0'22" E. a distance of 218.41 feet to the point of beginning; thence N.0°0'22" E. a distance of 10 feet; thence N.89°58'09"

RECEIVED
Dec 18 11 56 AM '92
GEORGE J. GUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Please return to:
R. Owens
MUD
1723 Harney St.
Omaha, NE 68102

CASH 34861.00 DEB 1049 R. 92-279 FV
TYPE map PG 276-298 SCAN MC
FEE 26.00 OF map COMP FB 59-21330

E. a distance of 20 feet; thence S.0°12'00"
W. a distance of 10 feet; thence
S.89°58'09" E. a distance of 20 feet, more
or less, to the point of termination.

Said Tract 2 contains 0.005 of an acre,
more or less, and is shown on the drawing
attached hereto and made a part hereof by
the 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.

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.

KV WESTRIDGE LIMITED PARTNERSHIP,
a Nebraska Limited Partnership,
Grantor

WITNESS:

By: KV INTERNATIONAL, INC., a
Nebraska Corporation, General
Partner


By: _____
George W. Venteicher,
President

By: GEORGE W. VENTEICHER,
General Partner


George W. Venteicher,

By: FRANK R. KREJCI,
General Partner


Frank R. Krejci

such General Partner and the voluntary act and deed of said partnership.

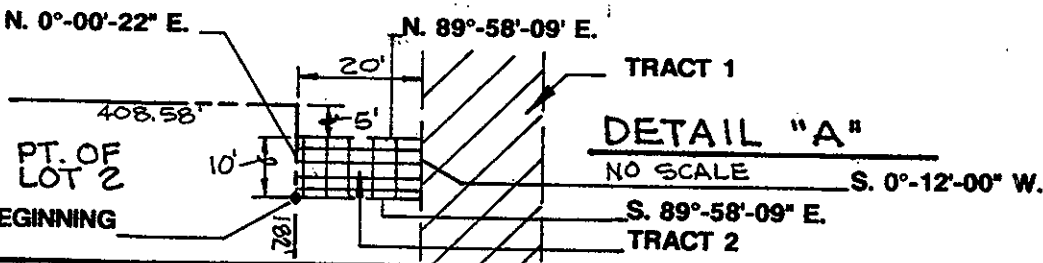
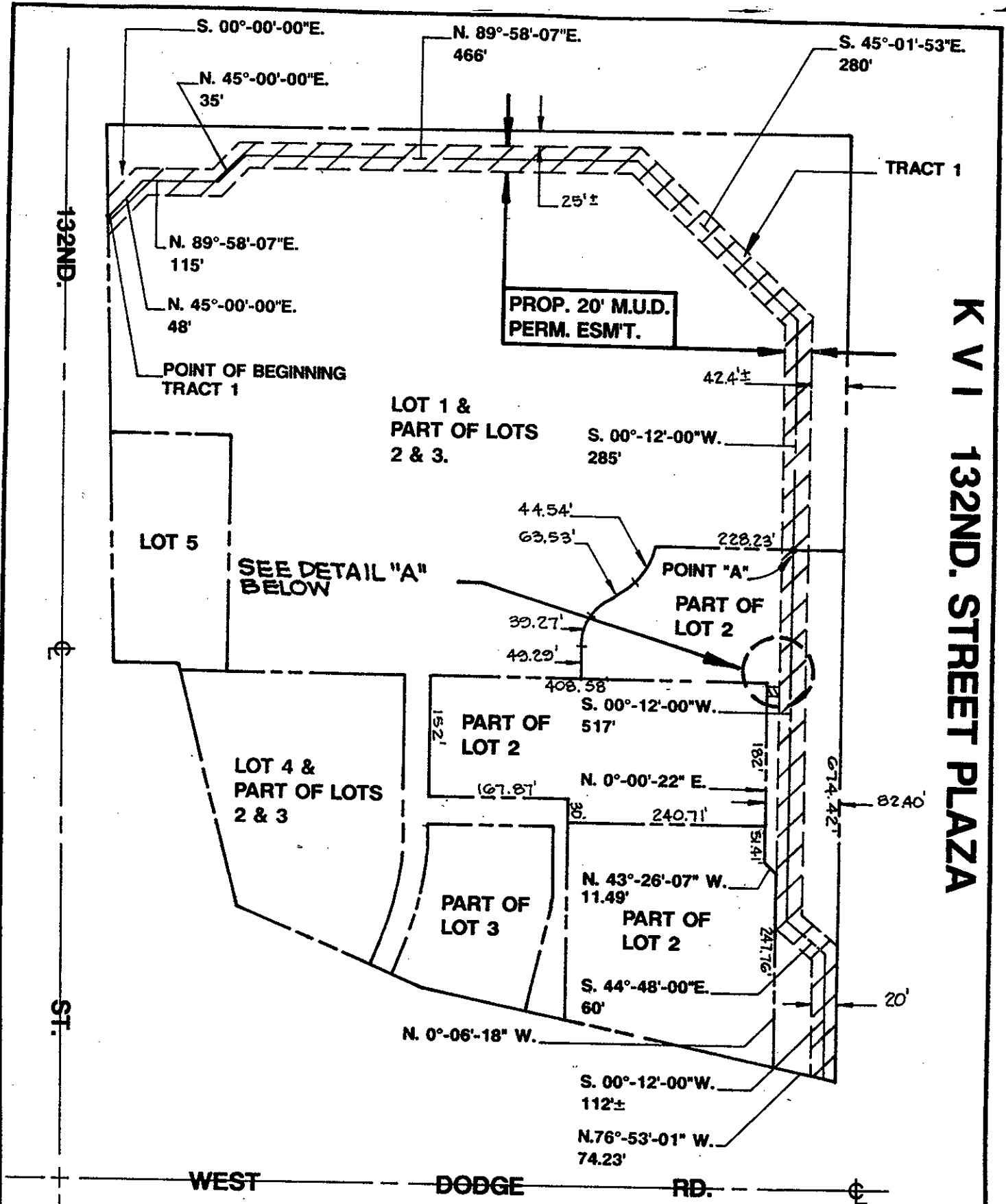
WITNESS my hand and Notarial Seal the day and year last above written.



Thomas P. Turone
Notary Public

My Commission expires: June 26, 1996.

K V I 132ND. STREET PLAZA



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA EASEMENT ACQUISITION FOR GRM 9501 GRM 10474		LAND OWNER K.V. INTERNATIONAL, INC.	TOTAL ACRE PERMANENT TRACT 1 0.877± TOTAL ACRE PERMANENT TRACT 2 0.005±	LEGEND PERMANENT EASEMENT TRACT 1 PERMANENT EASEMENT TRACT 2	PAGE 1 OF 1	DRAWN BY K.B. DATE 10-15-92 CHECKED BY K.B. DATE 10-15-92 APPROVED BY GL DATE 10-16-92 REVISED BY DATE REV. CHK'D. BY DATE REV. APPROV. BY DATE
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