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RICHARD H. TAKECHI
REGISTRAR
DOUGLAS COUNTY, NE

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 3 day of December, 1996, between THE RESERVE L.L.C., a Nebraska limited liability company, 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 The Reserve, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The northerly seven and one-half feet (7'6") of each of Lots 3, 4, 7, 8, 9, 10, 11 and 12; the easterly seven and one-half feet (7'6") of each of Lots 5 and 6; the westerly seven and one-half feet (7'6") of each of Lots 22 and 23; and the northerly six feet (6') and the westerly six feet (6') of Outlot B.

Said tracts contain a total of 0.336 of an acre, more or less, and are 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 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.

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

1254

FEE 26.50 R. Owens FB 66-38312
DEL. C/O COMP 2
LEGAL PG 497 SCANDS EV

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 liability company.

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

THE RESERVE L.L.C.,
a Nebraska limited liability company,
Grantor

By:

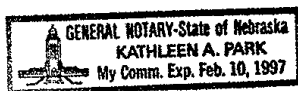
Title:

Member.

ACKNOWLEDGMENT

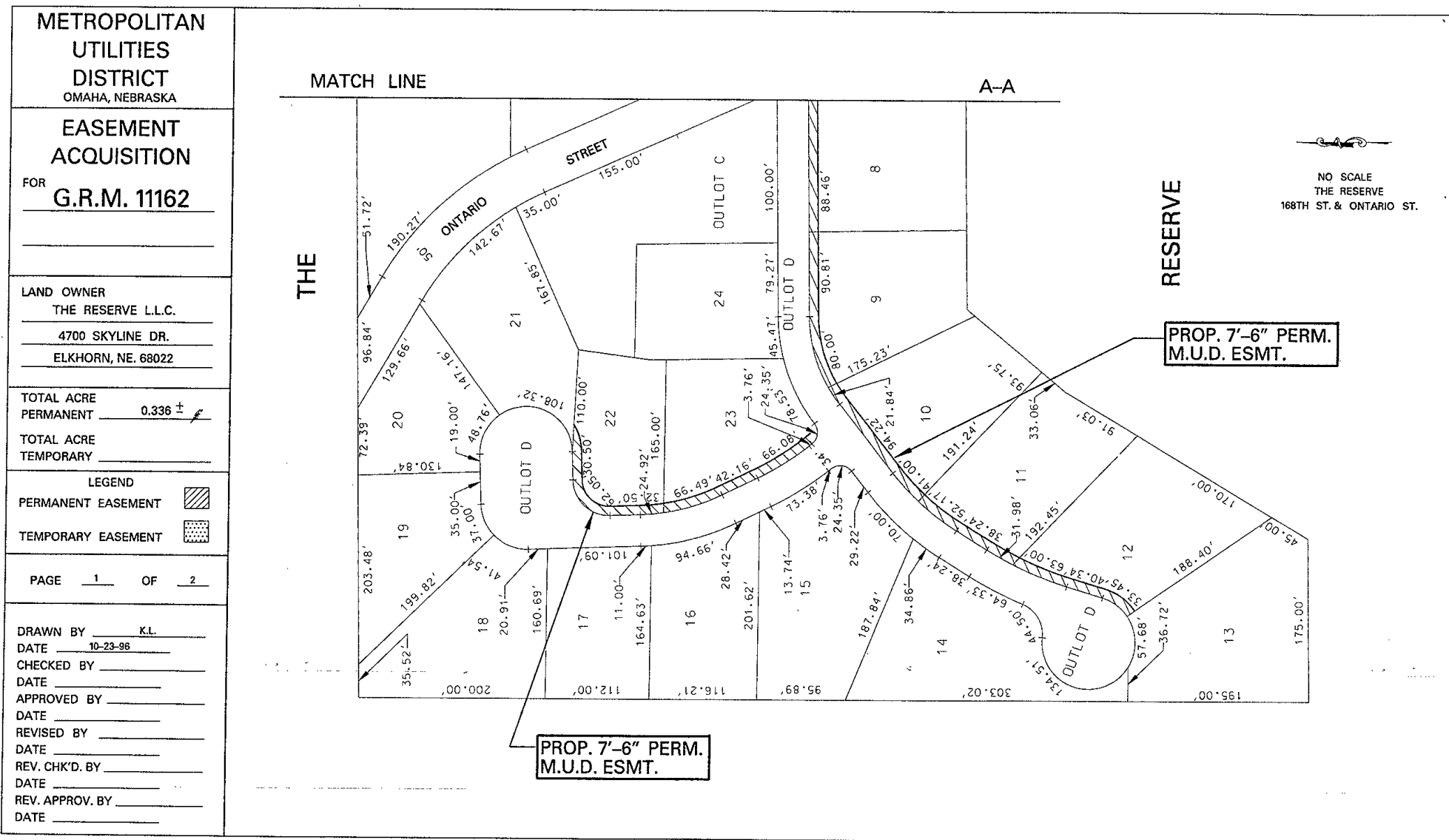
STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

This instrument was acknowledged before me on December 3, 1996, 1996, by James R. Linder, Member of The Reserve L.L.C., a Nebraska limited liability company, and he/she acknowledged the execution of this instrument to be his/her voluntary act and deed as an individual and as such officer and the voluntary act and deed of said limited liability company.



Kathleen A. Park
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS





**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR
G.R.M. 11162

LAND OWNER
THE RESERVE L.L.C.
4700 SKYLINE DR.
ELKHORN, NE. 68022

TOTAL ACRE
PERMANENT 0.336 ±
TOTAL ACRE
TEMPORARY _____

LEGEND
PERMANENT EASEMENT 
TEMPORARY EASEMENT 

PAGE 2 OF 2

DRAWN BY K.L.
DATE 10-23-96
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

