

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 13 day of December, 1992, between WARREN S. ZWEIBACK, a Single Person, 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 fire hydrants, valve boxes and valve covers, 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 parcel in the Southwest Quarter (SW 1/4) and in the Southeast Quarter (SE 1/4), both of the Southwest Quarter (SW 1/4) of Section Ten (10), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., in Douglas County, Nebraska, commencing at the Southwest corner of said Section 10; thence N00°00'00"E a distance of 53 feet; thence N90°00'00"E a distance of 33 feet to the Point of Beginning; thence N90°00'00"E a distance of 256.02 feet; thence N78°45'00"E a distance of 369.06 feet; thence N90°00'00"E a distance of 87.97 feet; thence S67°30'00"E a distance of 144.72 feet; thence S78°45'00"E a distance of 85.17 feet; thence N90°00'00"E a distance of 1,684.01 feet; thence S00°00'00"W a distance of 20 feet; thence S90°00'00"W a distance of 2,607 feet; thence N00°00'00"W a distance of 20 feet to the Point of Beginning. This tract contains 1.793 acres, more or less.

TEMPORARY EASEMENT

A parcel in the Southwest Quarter (SW 1/4) and in the Southeast Quarter (SE 1/4), both of the Southwest Quarter (SW 1/4) of Section Ten (10), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., in Douglas County, Nebraska, commencing at the Southwest corner of said Section 10; thence N00°00'00"E a distance of 93 feet; thence N90°00'00"E a distance of 33 feet to the Point of Beginning; thence N90°00'00"E a distance of 354.60 feet; thence N78°45'00"E a distance of 266.54 feet; thence N90°00'00"E a distance of 93.92 feet; thence S67°30'00"E a distance of 135.87 feet; thence N90°00'00"E a distance of 1,771.73 feet; thence S00°00'00"W a distance of 40 feet; thence S90°00'00"W a distance of 1,684.01 feet; thence N78°45'00"W a distance of 85.17 feet; thence N67°30'00"W a distance of 144.72 feet; thence N90°00'00"W a distance of 87.97 feet; thence S78°45'00"W a distance of 369.06 feet; thence N90°00'00"W a distance of 256.02 feet thence; N00°00'00"W a distance of 40 feet to the Point

RECEIVED

JAN 7 3 40 PM '93

GEORGE J. CUCLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

Return to: R. Owens
M.U.D.
1723 Harney St
Omaha, NE 68102

CASH 391.00 BK 1053 p 10-14-11 01-60000
TAX Due 396.399
FEE 20.50 Due 396

Handwritten notes:
Nat
2070
1661
Party
15, 17, 12
167 St. + 164 St.

of Beginning. This tract contains 2.14 of an acre, more or less.

Said tracts 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 agrees that neither he nor his 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 or other such covering, 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. The temporary easement shall be in effect until completion of the project.

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 he and his 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.

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.

WARREN S. ZWEIBACK,
a Single Person, Grantor

ATTEST:


Warren S. Zweiback

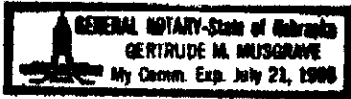
ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 23 day of December, 1992, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came Warren S. Zweiback, a Single Person, to me personally known to be the identical person whose name is affixed

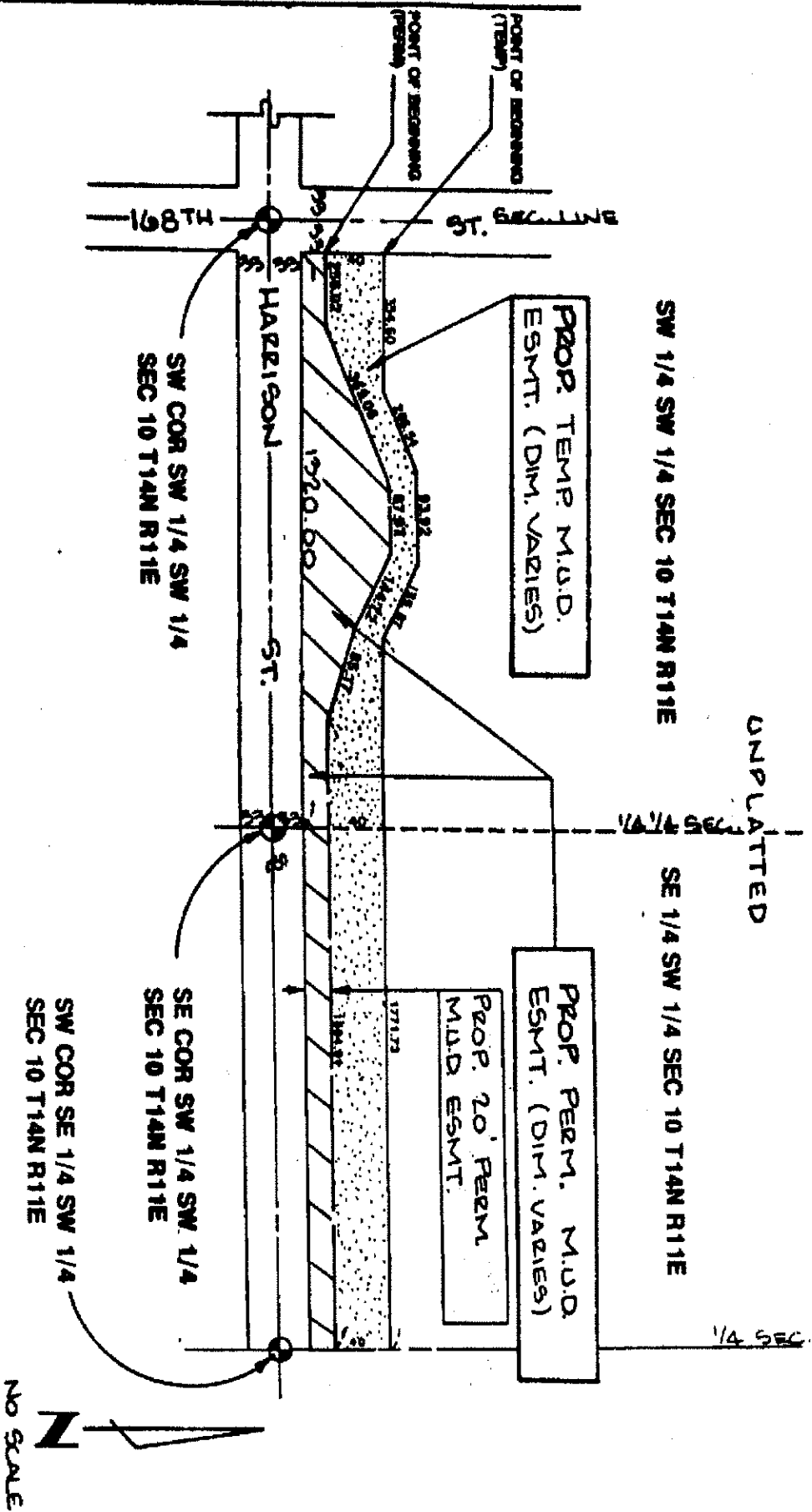
to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed.

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



Gertrude M. Musgrave
Notary Public

My Commission expires: 7-21-93.



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR WCP 1335

LAND OWNER

Warren Zuehlback
10250 Regency Cir.
Omaha, Ne. 68114

TOTAL ACRES
PERMANENT 1.793+
TOTAL ACRES 2.14+

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY S.A.M.
DATE 10/28/91
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHECK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____