

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 22nd day of MARCH, 1988, between B.H.I. DEVELOPMENT, INC., a Nebraska Corporation, 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

Three tracts in Faulkland Heights Replat I, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. Said tracts are described as follows:

The East 10 feet and the West 10 feet, both of Lot 2; and

A 10 foot wide easement also located in said Lot 2, the center line of which is described as follows: Commencing at the Northeast corner of said Lot 2; thence S.89° 56' 00" W. a distance of 130 feet to point of beginning; thence S.00° 00' 00" E. a distance of 118 feet; thence S.89° 56' 00" W. a distance of 45 feet to point of termination.

Said tracts contain 0.103 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 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.

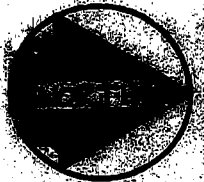
2. The Grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

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

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FILED SARPY CO. NE.
INSTRUMENT NUMBER
88-03943
1988 APR -4 PM 3:05

Shirley J. Dowling
REGISTER OF DEEDS



DRAWN BY CG DATE 1-21-88
 CHECKED BY _____ DATE _____
 APPROVED BY SWIN DATE 1/25/88
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 RE-APPROV. BY _____ DATE _____