EASEMENT AND RIGHT-OF-WAY

THIS INDESTURE, made this 22Nd day of MARCH
1988, between B.H.I. DEVELOPMENT, INC., a Nebraska Corporation,
hereinafter referred to as "Grantor", and METROSOLITAN UTILITIES
DISTRICT OF CMAHA, 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:

FRED SARRY CA ME
INSTRUMENT HUMBER
88 - 03943

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

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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. REGISTER OF DEEDS
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 Glantor, 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 held harmless the Grantee forever against the claims of all persons whomspever in any way asserting any right, title or inverest prior to or contrary to this conveyance.

5. The person executing this instrument represents that he has the requisite authority to execute same and make this requisite of the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Righte-of-way to be signed and executed on the day and year first

B.H.I. DEVELOPMENT, INC., a Nebraska Corporation, Grantor

March M. Millian

By: Madd Houge he Gerald L. Torczon President

ACKNOWLEDGM:NT

STATE OF NEBRASKA)

SS

COUNTY OF DOUGLAS)

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

Dous J Michols
Notary Public

My Commission expires: Jan. 29 1992

