

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 28th day of February, 198⁵, between Benchmark Homes, 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, a pipeline for the transportation of water, and all appurtenances thereto, including but not limited to one water valve box, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

Several tracts of land in Linden Place, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska. Said tracts are more particularly described as follows:

The east five (5) feet of Lot One (1);
 The south five (5) feet of Lot Seventeen (17);
 A triangular tract of land in the southeast corner of Lot Thirty-five (35); the legs of said triangular tract are fifteen (15) feet long measured along the east and south property line from the southeast corner of Lot Thirty-five (35); The south five (5) feet of Lot Fifty-five (55).

Said tracts of land contain 0.04 of an acre, more or less, and are shown on the attached plat which is 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 of land any building or structure, except pavement, nor will it give anyone else other than utilities permission to do so.

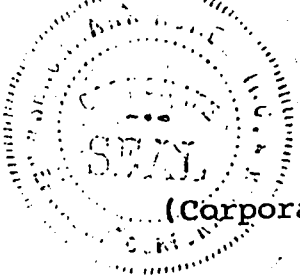
2. The grantee shall restore the surface of the soil excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour thereof and as soon after such work is performed as may be reasonably possible to do so.

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 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 on behalf of said corporation represents he has the requisite authority to execute this instrument and make this conveyance on behalf of said Grantor corporation.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right of Way to be signed and executed on the day and year last above written.



(Corporate Seal)

BENCHMARK HOMES, INC.,
A Nebraska Corporation, Grantor

By: [Signature]
Title PRESIDENT

STATE OF NEBRASKA)
)ss
COUNTY OF DOUGLAS)

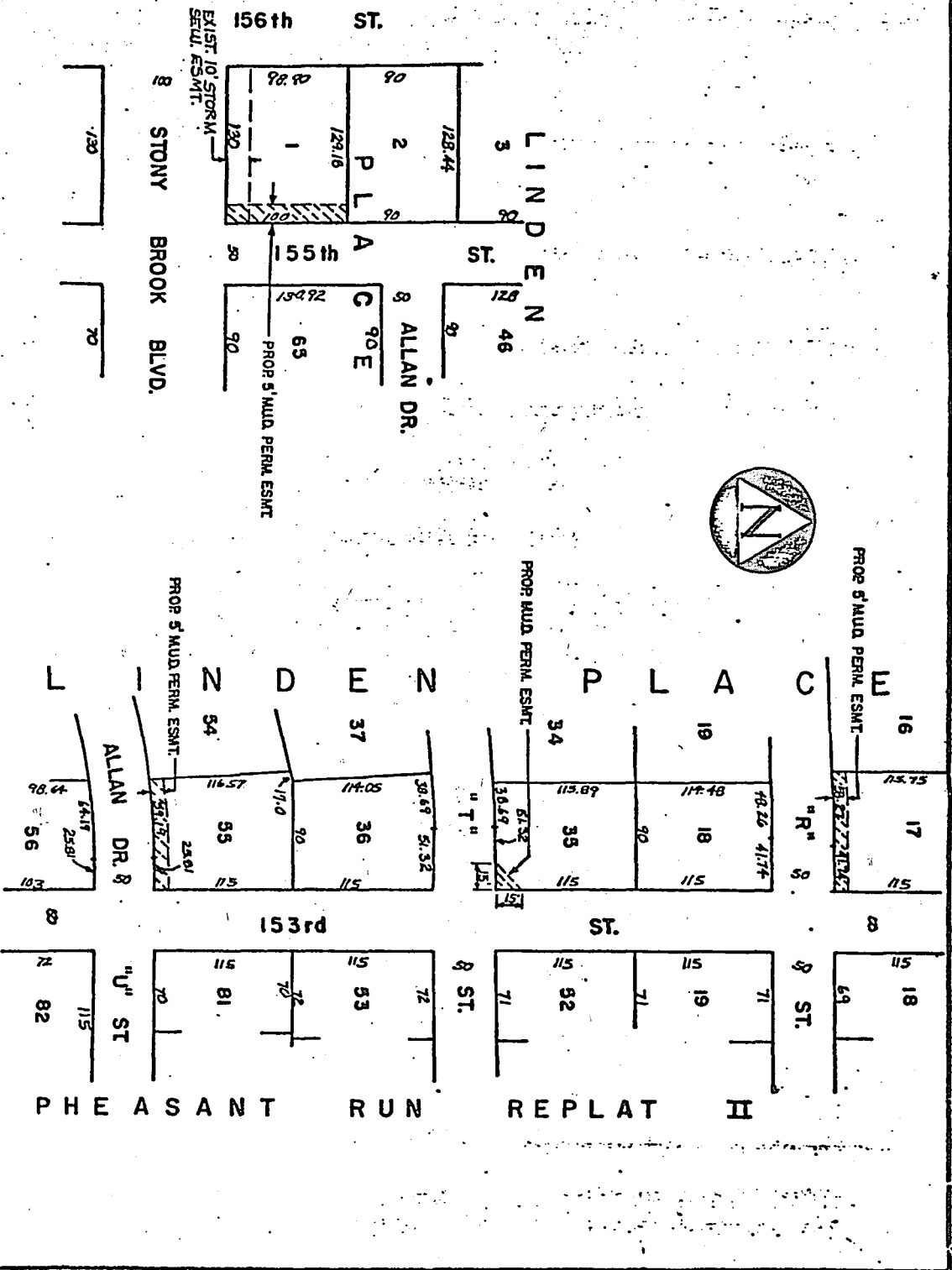
On this 28 day of February, ¹⁹⁸⁵1984, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came J.C. CZERWINSKI, to me personally known to be the PRESIDENT of Benchmark Homes, Inc., a Nebraska corporation and the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

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

NOTARY PUBLIC State of Nebraska
LOUISE N. SCOLARO
My Comm. Exp. Oct 7 1985

[Signature]
Notary Public

My commission expires: Oct 7 1985



DRAWN BY: <i>JMM</i> CHECKED BY: <i>JCB</i> APPROVED BY: <i>RIS</i> REVISED BY: _____ REV. CHECKED BY: <i>RIS</i> REV. APPROV. BY: _____	DATE: 5-4-84 DATE: 5-7-84 DATE: 5-10-84 DATE: _____ DATE: 8-29-84 DATE: _____	PAGE 1 OF 1	LEGEND PERMANENT EASEMENT	TOTAL ACRES 0.044	LAND OWNER BENCHMARK HOMES, INC. (A NEBRASKA CORPORATION)	EASEMENT ACQUISITION FOR W.C.C. 6326	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
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 GEORGE J. ...
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

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