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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 13th day of NOVEMBER, 1991, 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, pipelines for the transportation of gas and water and all appurtenances thereto, including but not limited to two (2) 24-inch round iron manhole covers and two (2) CC boxes, all flush with the ground, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

Two tracts in Prairie Pointe, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The southerly five feet (5') of Lots 409 through 428, inclusive, all adjacent to Rolling Ridge Road; and

The northerly five feet (5') of Lots 429 through 438, inclusive, all adjacent to Rolling Ridge Road.

Said tracts contain a total of 0.24 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 other similar covering, and it 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. The Grantee shall at its own expense relocate and/or adjust any pipeline appurtenances installed hereunder if said relocation and/or adjustment arises out of Grantee's negligence in failing to properly install same in accordance with the grade in existence at the time of installation and/or Grantee's negligence in failing to install same in accordance with contract (WCC 7449 and GRM 10269) plans.

4. 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.

Return to: R. OWENS
M.U.D.
1723 HARVEY ST.
OMAHA, NE 68102

5. 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 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.

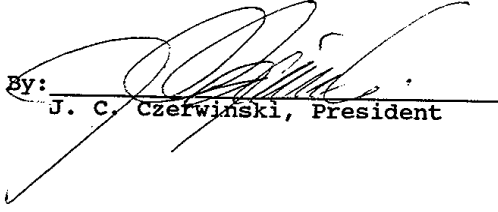
6. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Corporation.

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.

BENCHMARK HOMES, INC.,
a Nebraska Corporation,
Grantor

(Corporate Seal)

ATTEST:

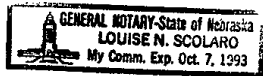
By: 
J. C. Czerwinski, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 13th day of November, 1991, before me, the undersigned, a Notary Public in and for said State of Nebraska, personally came J. C. Czerwinski, President of Benchmark Homes, Inc., a Nebraska Corporation, to me 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 as an individual and as such officer and the voluntary act and deed of said Corporation.

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




Notary Public

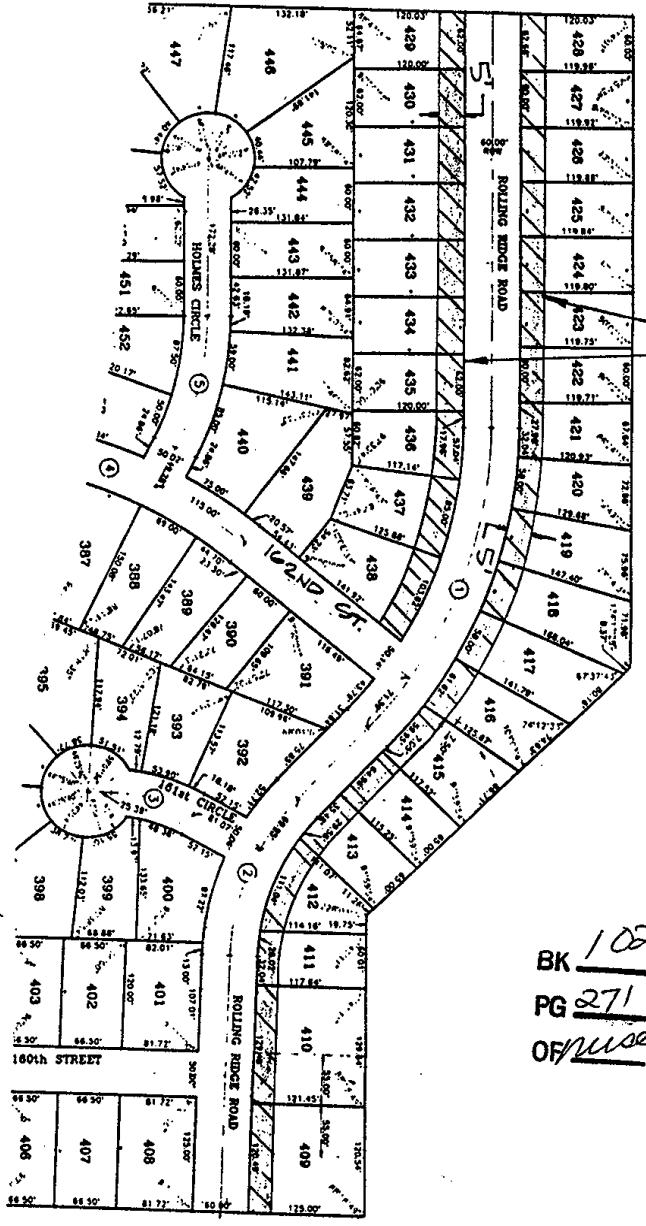
My Commission expires: Oct 7th 1993 .

RECEIVED
 SEP 2 11 30 AM '92
 CLERK OF DISTRICT
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE

PRAIRIE POINTE

A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH A PART OF THE WEST 1/2 OF THE SE 1/4 OF SECTION 3, T14N, R11E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA

PROPOSED 5' MUD
 PERM. EASEMENT



Mcc 22690 H

BK 1029 N Comp C/O FEE 30
 PG 271-273 DEL 11 MC 8
 OF use COMP vr F/B MI-GLASS

NO SABLE

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
EASEMENT ACQUISITION
FOR W.C.C. 7449
LAND OWNER BENCHMARK HOMES, INC.
TOTAL ACRE PERMANENT .24 +
LEGEND PERMANENT EASEMENT
PAGE 1 OF 1
DRAWN BY <u>AW</u> DATE <u>7-27-91</u>
CHECKED BY <u>KB</u> DATE <u>7-6-91</u>
APPROVED BY <u>AW</u> DATE <u>9-22-91</u>
REVISED BY _____ DATE _____
REV. CHK'D. BY _____ DATE _____
REV. APPROV. BY _____ DATE _____
FILE NO. 415078