

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17 day of November, 1986, 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 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 EASFMENT

Several tracts located in Prairie Pointe, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and more particularly described as follows:

The Westerly 5' of Lot 325 adjacent to 167th Avenue.

The Northwesterly 5' of Lot 326 adjacent to 167th Avenue and Riggs Street.

The Northerly 5' of Lots 327, 328, 329, 330 and 331 adjacent to Riggs Street.

Said tracts are shown on the attached drawing which is made a part hereof by this reference. Said tracts contain 0.066 of an acre, more or less.

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 neither it nor they will 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 condition thereof and as soon after such work is performed as may be reasonably possible to do so.

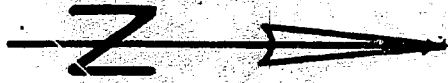
3. Nothing herein contained shall be construed as a waiver of any rights of the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

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 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.

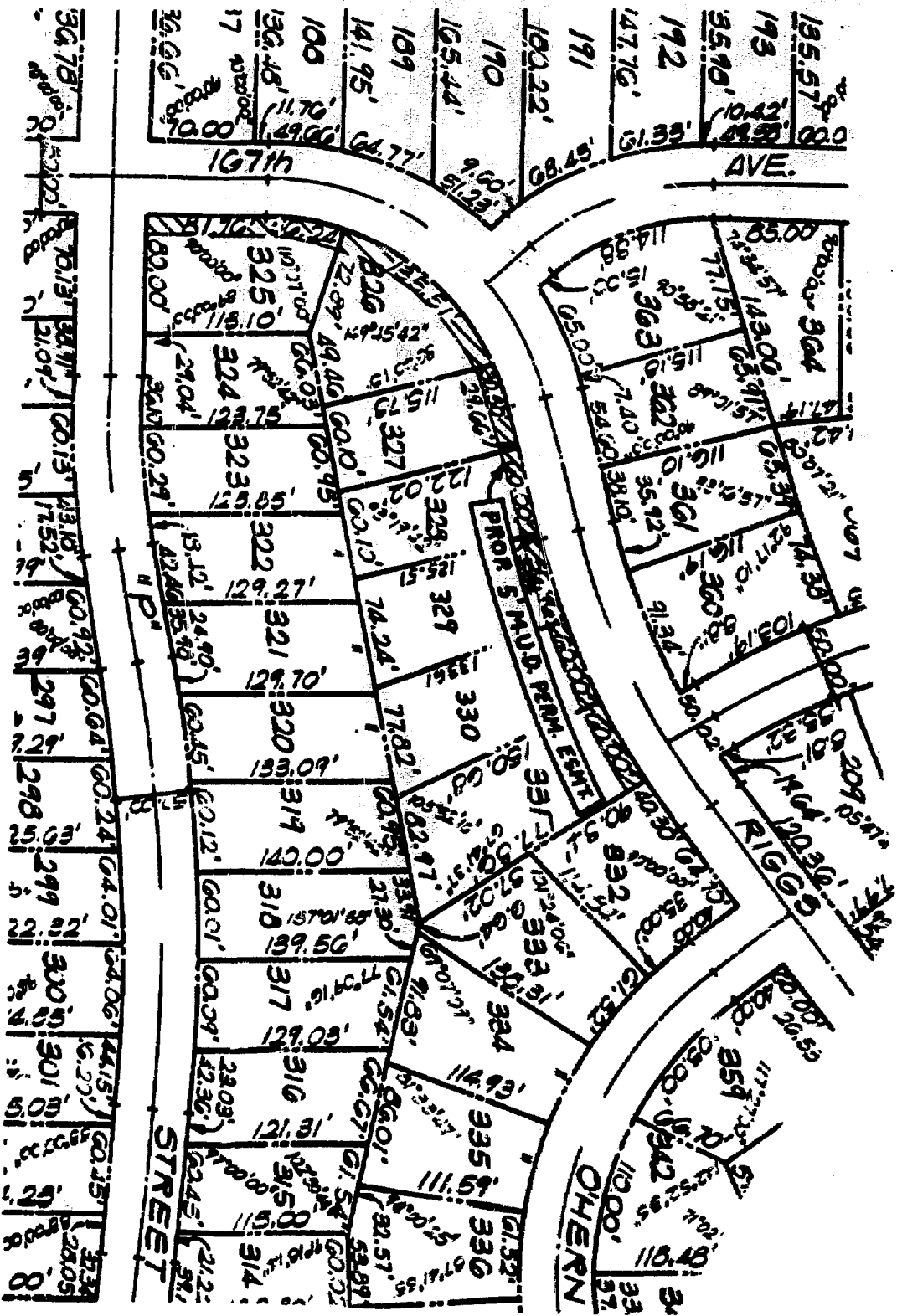
RECEIVED
1986 NOV 21 AM 11:00
GEORGE A. BOGALINICZ
REGISTERED DEEDS
DOUGLAS COUNTY, NEBR.

22133
MISC

795-11 91-117 C/O FEB 18 1987
690-68 91-2384 DEL MC
MIND COMP SR F/B



PRAIRIE POINTE



DRAWN BY J.R.P. DATE 8-23-26
 CHECKED BY J.O.O. DATE 8-23-26
 APPROVED BY AS DATE 8-25-26
 REVISED BY _____ DATE _____
 REV CHKD BY _____ DATE _____
 REV APPROV BY _____ DATE _____

PAGE 1 OF 1

LEGEND
 PERMANENT EASEMENT ZZZ

TOTAL ACRES 0.0661

LAND OWNER
 BENCHMARK HOMES
 INC.

EASEMENT
 ACQUISITION
 FOR GRM 9226

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA