

EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this 10th day of November, 1975, between United Benefit Life Insurance Company, 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 One Dollar (\$1.00) 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 water and 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:

Several strips of land lying in Lots 155-A5, 155-D1, 155-D2, 155-D3, 155-D4, 155-D5, 155-D6, 155-E1, 155-E2, 155-E3, 155-E4, 155-E5, 155-E6, 155-E7, 155-E8, 155-E9, 155-E10, 155-F1, 155-F2, 155-F3 and 155-F4 of Regency Townhomes 3rd Addition, as now platted and recorded, in Douglas County, Nebraska, said strips being more particularly described as follows:

A strip of land lying in Lot 155-A5, being Five (5) feet wide, lying along and parallel to the right-of-way line of Fieldcrest Drive, said strip extending from the Northeasterly property line of Lot 155-E2 to the Northwesterly property line of Lot 155-E3;

A strip of land lying in Lot 155-D1, being Five (5) feet wide, lying along and parallel to the Southerly property line of said Lot 155-D1, said strip being the Southerly Five (5) feet of said Lot 155-D1;

A strip of land lying in Lot 155-D2, being Five (5) feet wide, lying along and parallel to the Southwesterly property line of said Lot 155-D2, said strip being the Southwesterly Five (5) feet of said Lot 155-D2;

A strip of land lying in Lot 155-D3, being Five (5) feet wide, lying along and parallel to the Westerly property line of said Lot 155-D3, said strip being the Westerly Five (5) feet of said Lot 155-D3;

A strip of land lying in Lot 155-D4, being Five (5) feet wide, lying along and parallel to the Northwesterly property line of said Lot 155-D4, said strip being the Northwesterly Five (5) feet of said Lot 155-D4;

A strip of land lying in Lot 155-D5, being Five (5) feet wide, lying along and parallel to the Northerly property line of said Lot 155-D5, said strip being the Northerly Five (5) feet of said Lot 155-D5;

A strip of land lying in Lot 155-D6, being Five (5) feet wide, lying along and parallel to the Northerly property line of said Lot 155-D6, said strip being the Northerly Five (5) feet of said Lot 155-D6;

A strip of land lying in Lot 155-E1, being Five (5) feet wide, lying along and parallel to the Southerly property line of said Lot 155-E1, said strip being the Southerly Five (5) feet of said Lot 155-E1;

A strip of land lying in Lot 155-E2, being Five (5) feet wide, lying along and parallel to the right-of-way line of Fieldcrest Drive and extending from the Westerly property of said lot to the Northeasterly property line of said lot;

A strip of land lying in Lot 155-E3, being Five (5) feet wide, lying along and parallel to the Southerly property line of said

Lot 155-E3, said strip being the Southerly Five (5) feet of said Lot 155-E3;

A strip of land lying in Lot 155-E4, being Five (5) feet wide, lying along and parallel to the Southwesterly property line of said Lot 155-E4, said strip being the Southwesterly Five (5) feet of said Lot 155-E4;

A strip of land lying in Lot 155-E5, being Five (5) feet wide, lying along and parallel to the Westerly property line of said Lot 155-E5, said strip being the Westerly Five (5) feet of said Lot 155-E5;

A strip of land lying in Lot 155-E6, being Five (5) feet wide, lying along and parallel to the Northwesterly property line of said Lot 155-E6, said strip being the Northwesterly Five (5) feet of said Lot 155-E6;

A strip of land lying in Lot 155-E7, being Five (5) feet wide, lying along and parallel to the Northwesterly property line of said Lot 155-E7, said strip being the Northwesterly Five (5) feet of said Lot 155-E7;

A strip of land lying in Lot 155-E8, being Five (5) feet wide, lying along and parallel to the Northerly property line of said Lot 155-E8, said strip being the Northerly Five (5) feet of said Lot 155-E8;

A strip of land lying in Lot 155-E9, being Five (5) feet wide, lying along and parallel to the Northerly property line of said Lot 155-E9, said strip being the Northerly Five (5) feet of said Lot 155-E9;

A strip of land lying in Lot 155-E10, being Five (5) feet wide, lying along and parallel to the Northerly property line of said Lot 155-E10, said strip being the Northerly Five (5) feet of said Lot 155-E10;

A strip of land lying in Lot 155-F1, being Five (5) feet wide, lying along and parallel to the Southwesterly property line of said Lot 155-F1, said strip being the Southwesterly Five (5) feet of said Lot 155-F1;

A strip of land lying in Lot 155-F2, being Five (5) feet wide, lying along and parallel to the Southwesterly property line of said Lot 155-F2, said strip being the Southwesterly Five (5) feet of said Lot 155-F2;

A strip of land lying in Lot 155-F3, being Five (5) feet wide, lying along and parallel to the Westerly property line of said Lot 155-F3, said strip being the Westerly Five (5) feet of said Lot 155-F3;

A strip of land lying in Lot 155-F4, being Five (5) feet wide, lying along and parallel to the Westerly property line of said Lot 155-F4, said strip being the Westerly Five (5) feet of said Lot 155-F4.

These strips contain a total of Eleven Hundredths (0.11) acre, more or less, all as shown on the plat attached hereto and made a part hereof.

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. Grantor, its successors or assigns agree that they will at no time erect, construct or place on or below the surface of said strips of land any building or structure, except pavement, and that they will not give anyone else permission to do so.

2. 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 Grantor, or duties and powers of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

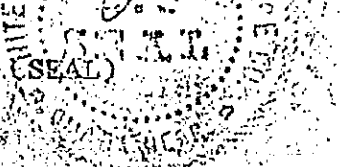
IN WITNESS WHEREOF, the Grantor has caused this easement to be signed on the day and year first above written.

UNITED BENEFIT LIFE INSURANCE COMPANY,
Grantor

ATTEST:

By R. L. Salgado
Title vice president

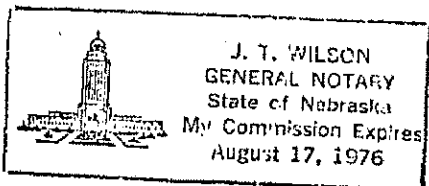
Title [Signature]



STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 6th day of November, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for said county, personally came R. L. Salgado, to me personally known to be the Vice President of United Benefit Life Insurance Company, a Nebraska corporation, whose name is affixed to the foregoing instrument in that capacity and who acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

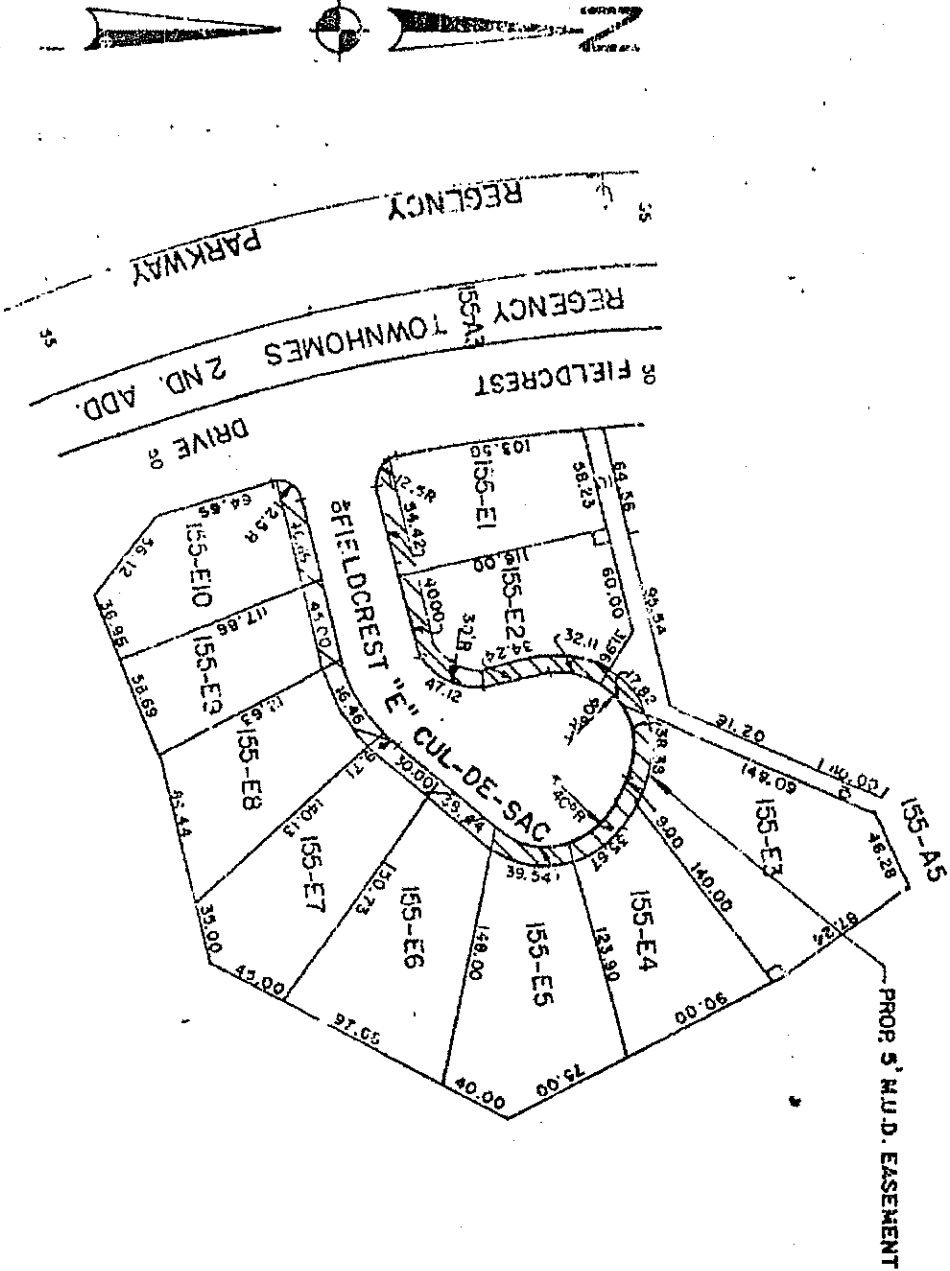
Witness my hand and Notarial Seal the day and year last above written.



J. T. Wilson
Notary Public

REGENCY TOWNHOMES

3RD ADDITION



DRAWN BY L.J.S. DATE 10-10-75
 CHECKED BY J.R.P. DATE 12-15-75
 APPROVED BY J.R.P. DATE 12-24-75
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 1 OF 3

PERMANENT EASEMENT

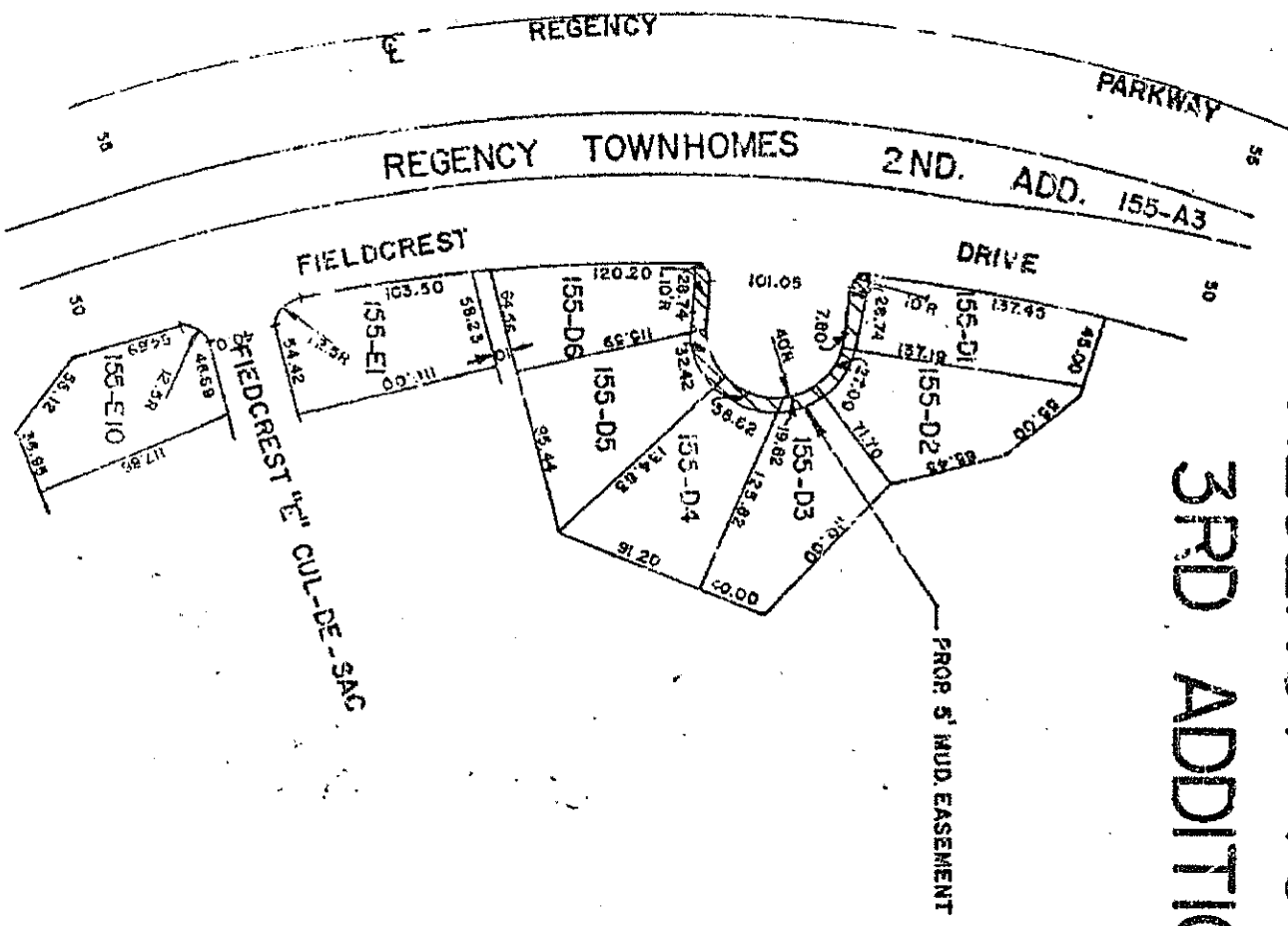
LEGEND

TOTAL ACRE 0.11

LAND OWNER UNITED
 BENEFIT LIFE INSURANCE
 COMPANY

EASEMENT
 ACQUISITION
 FOR WCC 5162
 GCC 7611

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA



REGENCY TOWNHOMES 3RD ADDITION



DRAWN BY L.J.S. DATE 10-20-75
 CHECKED BY J.R.P. DATE 10-23-75
 APPROVED BY J.P.S. DATE 10-24-75
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

PAGE 2 OF 3

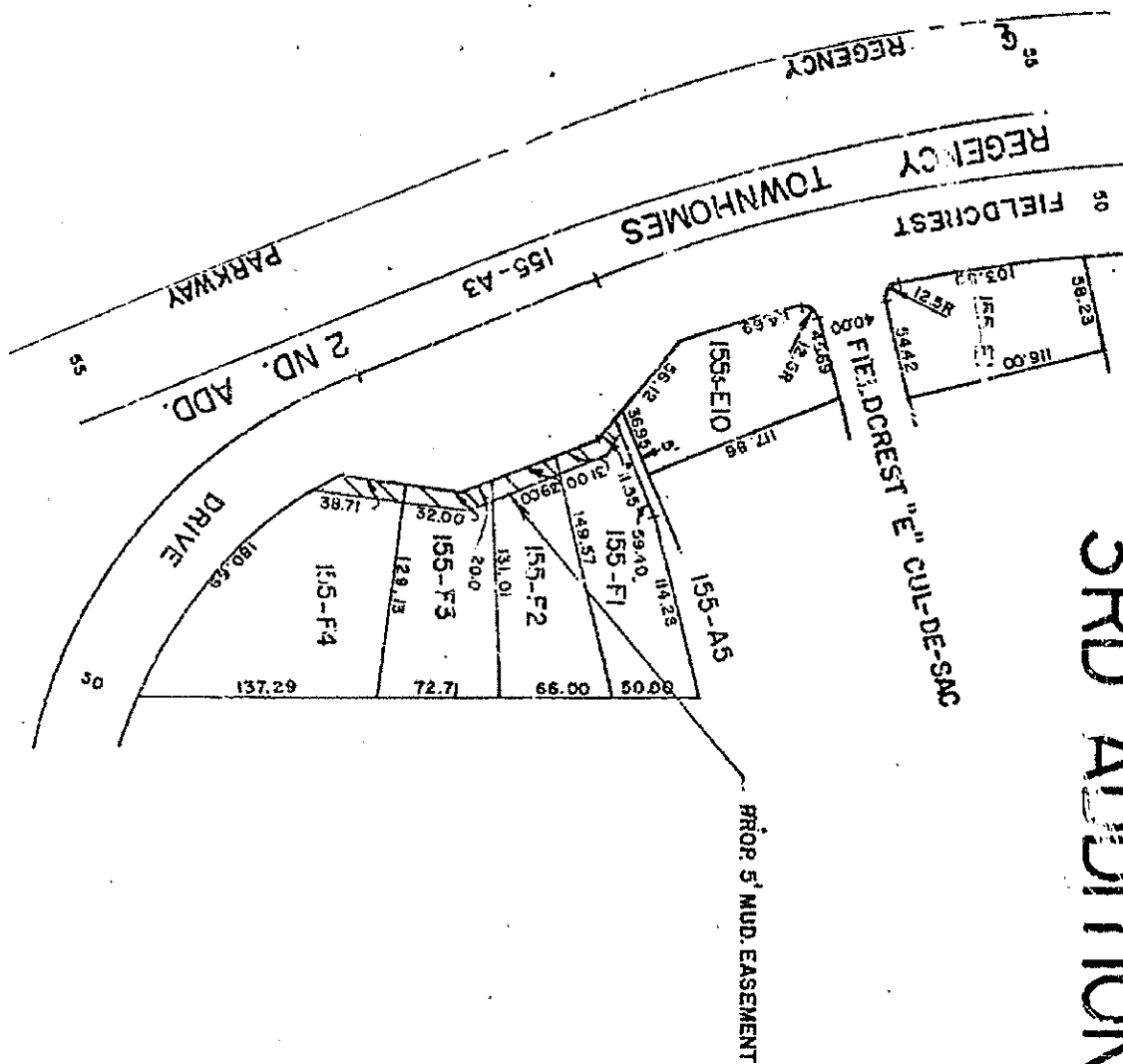
LEGEND
 PERMANENT EASEMENT

TOTAL ACRE. 0.11

LAND OWNER UNITED
 BENEFIT LIFE INSUR-
 ANCE COMPANY

EASEMENT
 ACQUISITION
 FOR WCC-5152
GCC-7611

METROPOLITAN
 UTILITIES
 DISTRICT
 OMAHA, NEBRASKA



REGENCY TOWNHOMES 3RD ADDITION

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 17 DAY OF Nov 19 75 AT 10:56 A.M. C. HAROLD OSTLER, REGISTER OF DEEDS

23.25

DRAWN BY <u>L.J.S.</u> DATE <u>10-20-75</u> CHECKED BY <u>J.R.P.</u> DATE <u>10-23-75</u> APPROVED BY <u>TPS</u> DATE <u>10-24-75</u> REVISED BY _____ DATE _____ REV. CHK'D BY _____ DATE _____ REV. APPROV' BY _____ DATE _____	PAGE 3 OF 3	LEGEND PERMANENT EASEMENT	TOTAL ACRES <u>0.11</u>	LAND OWNER UNITED BENEFIT LIFE INSUR- ANCE COMPANY	EASEMENT ACQUISITION FOR <u>WCC 5162</u> <u>GCC 7611</u>	METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA
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