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Mar 8 8 43 AM '96

GEORGE J. JONES
REGISTERED
DOUGLAS COUNTY



EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17th day of March, 1996, between HOGAN 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 water 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

Several tracts in Walnut Ridge Hilltop Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and being described as follows:

The eastern five feet of Lots 3 and 7.

Said tract contains 0.0161 of an acre, more or less, and is shown on the drawing attached hereto and made 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 similar covering, and it will not give anyone else permission to do so.

2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

02508 MC-40595

FEE	R	FB
DEL	C/O	COMP
LEGAL	SCAN	WV

Return To: TJ Secret
Mof Lawpert
1723 Harney St.
Omaha, NE
28102-1960

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor causes this Easement and Right-of-Way to be signed on the above date.

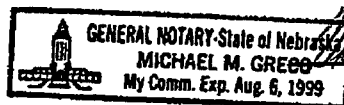
HOGAN HOMES, INC.,
a Nebraska Corporation, Grantor

By: Dennis P. Hogan, Jr.
Dennis Patrick Hogan, Jr.
President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF SARASOTA)

This instrument was acknowledged before me on 4th of March, 1996 by Dennis Patrick Hogan, Jr., in his capacity as President, and on behalf of said Corporation.



Michael M. Gregg
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

W.C.C. 8073

LAND OWNER

HOGAN HOMES, INC.

818 TARA PLAZA

SPILLION, NE 68046

TOTAL ACRE

PERMANENT 0.0161±

TOTAL ACRE

TEMPORARY

LEGEND

PERMANENT EASEMENT



TEMPORARY EASEMENT



PAGE 1 OF 1

DRAWN BY AB

DATE 10-23-95

CHECKED BY L.J.

DATE 10-23-95

APPROVED BY ESS

DATE 10-25-95

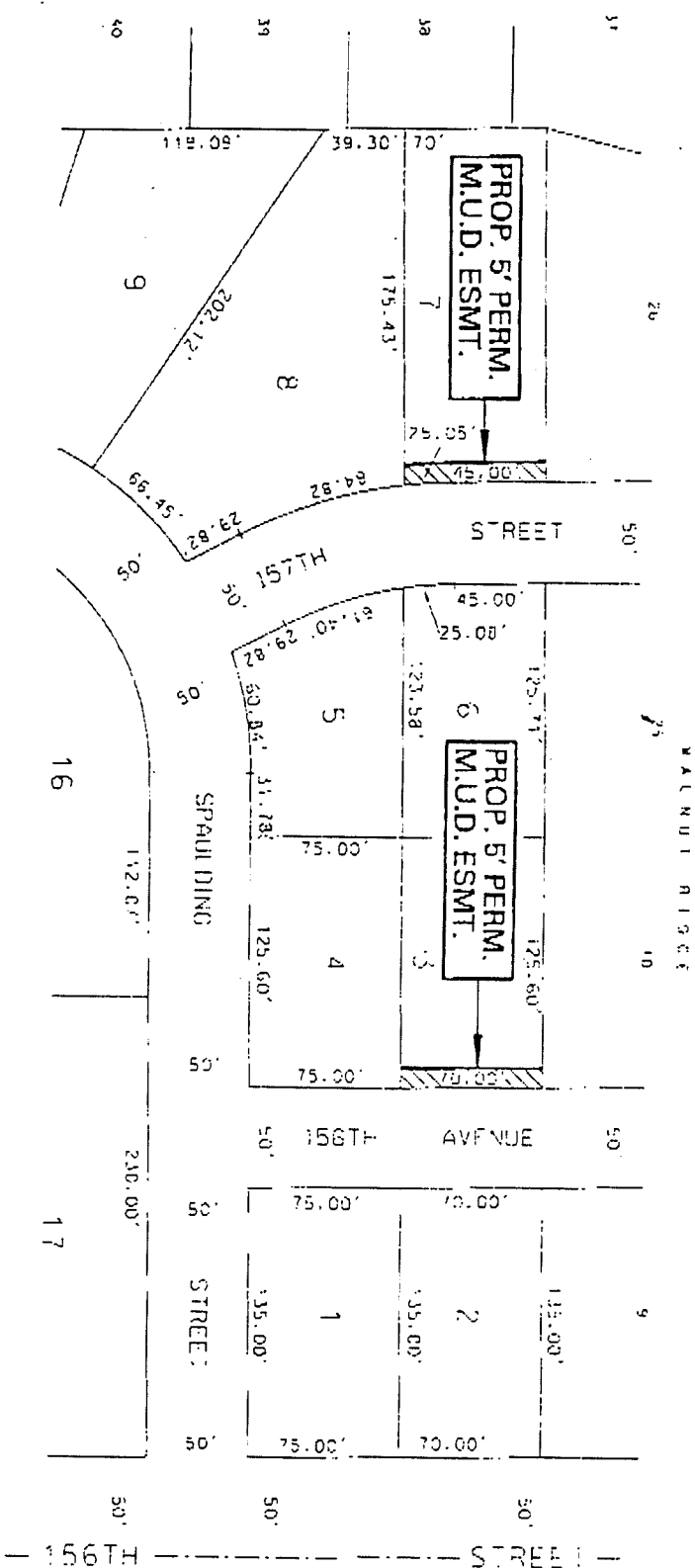
REVISED BY

DATE

REV. CHKD. BY

DATE

REV. APPROV. BY



NO SCALE
WALNUT RIDGE HILLTOP
156TH & SPAILDING ST.