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By

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 12th day of November, 1999, between BENCHMARK HOMES, INC., a Nebraska Corporation ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

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 six (6) fire hydrants, one (1) 24" round iron cover, nine (9) adjustable valves boxes, and two (2) roadway boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Numerous tracts in The Villas At The Grove, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, and described as follows:

The entirety of Outlot A and the eight foot (8') frontage of each of Lots 1 through 33, inclusive and Lots 44 through 91, inclusive and Outlots B through F, inclusive and Outlot H. G. DEP

This permanent easement contains 3.62 acres, more or less, and is 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 to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else 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 successors


Return to: Susan Buzan
M.U.D.
1723 Darnay Street
Omaha, NE 68102
1308

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.

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

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

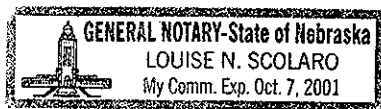
BENCHMARK HOMES, INC., a
Nebraska Corporation, Grantor

By: 
John C. Czerwinski, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 12th of Nov, 1999, by John C. Czerwinski, President of Benchmark Homes, Inc., a Nebraska Corporation, on behalf of the corporation.




Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR **W.C.C. 8838**
G.R.M. 11693

LAND OWNER
BENCHMARK HOMES
14011 "Q" STREET
OMAHA, NE. 68137

TOTAL ACRE PERMANENT 3.62 ±

LEGEND
PERMANENT EASEMENT 

PAGE 1 OF 1

DRAWN BY R. RILEY
DATE 09-20-99
CHECKED BY L-J
DATE 11-11-99
APPROVED BY SWS
DATE 11-11-99
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

S.W. 1/4 OF S.W. 1/4 SEC 20, T15N, R11E

MARCY ST

THE VILLAS

MAYBERRY PLAZA

AT

MASON PLAZA

THE GROVE

PACIFIC PLAZA

G & E

PACIFIC

ST

