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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

69-1654

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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 24th day of January, 1996, between MAPLE JOINT VENTURE, a Nebraska General Partnership, 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, including but not limited to one 24" round iron cover, one cc box cover, and one fire hydrant, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract in Lot 2, Hillsborough Replat 11, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, and being described as follows:

Beginning at the SW corner of Lot 8, Hillsborough Replat 1, a subdivision as platted and recorded in Douglas County, Nebraska; thence S00°00'00"W (assumed bearing) 30.00 feet; thence S90°00'00"W 10.00 feet; thence N00°00'00" E 263.34 feet and parallel to the west property line of said Lot 8; thence N90°00'00"E 10.00 feet; thence S00°00'00"W 10.00 feet to the NW corner of said Lot 8; thence S00°00'00"W 223.34 feet along the west line of said Lot 8 to the point of beginning.

Said tract contains 0.060 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 or landscaping, and it will not give anyone else permission to do so.

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

2A. Except for the iron cover, box cover, and one fire hydrant, all of which may be installed on the surface, all pipelines and appurtenances shall be installed, maintained, and replaced underground.

Return to: TJ Secret
MWD Law Dept
1723 Harney St
Omaha, ne 68102-1960

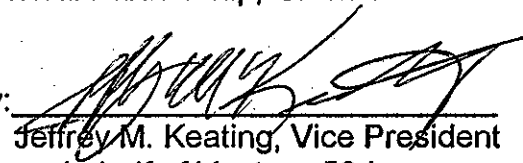
3. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

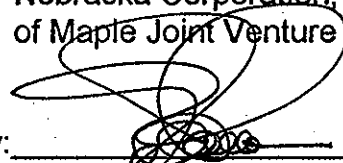
4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and its executors, administrators, successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims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

5. The persons executing this instrument represent that they have authority to execute it on behalf of the said general partnership.

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

MAPLE JOINT VENTURE, a Nebraska
General Partnership, Grantor

By: 
Jeffrey M. Keating, Vice President
on behalf of Venture-50 Inc., a
Nebraska Corporation, and Partner
of Maple Joint Venture

By: 
Jay R. Lerner on behalf of Lerner
Maple Partnership, a Nebraska
General Partnership and Partner
of Maple Joint Venture

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on January 25, 1996, by Jeffrey M. Keating, in his capacity as Vice President, and on behalf of said Corporation and Partner of Maple Joint Venture.



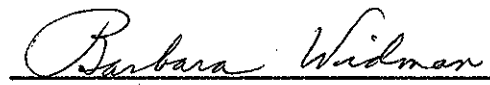

Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on January 25, 1996, by Jay R. Lerner, in his capacity as Partner, and on behalf of Lerner Maple Partnership, a Partner of Maple Joint Venture.




Notary Public

METROPOLITAN

**UTILITIES
DISTRICT**



OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR
W.C.C. 8172

LAND OWNER Maple Joint
Venture
C/O JEFF KEATING, V.P.
PDM, INC.
8420 W. DODGE RD.
OMAHA, NE 68114-3492

TOTAL ACRE 0.060 ±
PERMANENT _____
TOTAL ACRE _____
TEMPORARY _____

LEGEND
PERMANENT EASEMENT 
TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY KL
DATE 12-15-95
CHECKED BY _____
DATE _____
APPROVED BY ESS
DATE 2-12-96
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

