

BK 09/8 PG 163-166

THIS PAGE INCLUDED FOR

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

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, easements and rights-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, under lands described as follows:

PERMANENT EASEMENT

the Southeast Quarter (SE 1/4) of A tract in/the Southeast Quarter (SE 1/4) of Section One (1), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska, and described as follows:

Beginning in the Southeast corner of said Section One (1); thence westerly on the South section line of said Section 1, a distance of 55 feet; thence North 0 00' 00" West a distance of 105 feet; thence North 1 57' 00" East a distance of 47.54 feet to the point of beginning; thence North 1 57' 00" East a distance of 27.46 feet; thence South 67 30' 00" West a distance of 106.78 feet; thence South 70 28' 00" East a distance of 37.33 feet; thence North 67 30' 00" East a distance of 67.68 feet to the point of distance of 67.68 feet to the point of beginning.

Said tract contains 0.050 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TEMPORARY EASEMENT

the Southeast Quarter (SE 1/4) of A tract in the Southeast Quarter (SE 1/4) of Section One (1), Township Fifteen (15) North, Range Eleven (11) East of the 6th P.M. in Douglas County, Nebraska and described as follows:

Beginning in the Southeast corner of said Section 1; thence Westerly on the South section line of said Section 1 a distance of 55 feet; thence North 0° 00' 00" West a distance of 105 feet to the point of beginning; thence North 1° 57' 00" East a distance of 47.54 feet; thence South 67° 30' 00" West a distance of 67.68 feet; thence South 70° 28' 00" East a distance of 64.64

BK 978 N 1-15-11 C/O FEE PG 163-164 1-15-11 KPDEL VK MC OF (100 COMP CY F/B 01- 60000

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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 permanent easement tract any building or structure, except pavement and other such covering, and they will not give anyone else permission to do so. The Grantor reserves the right to grade the easement parcel provided at least a five-foot cover remains above the location of the water main installed hereunder. In addition, the Grantee waives any objection it may have to the Grantor grading the adjacent public right-of-way conditional upon maintenance of the same five feet of cover requirement.
- 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 contour thereof and as soon after the original installation work or any subsequent maintenance is performed as may be reasonably possible to do so. The Grantee shall likewise restore any paving, shrubs and similar landscaping damaged by either the original installation or any subsequent maintenance.
- 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 connection 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.
- 5. The person executing this instrument represents he has the requisite authority to execute same and make this conveyance on behalf of said Partnership.

IN WITNESS WHEREOF, the Grantor has caused this Easement and Right-of-Way to be signed and executed on the day and year first above written.

MAPLE JOINT VENTURE, a Nebraska General Partnership, Grantor

ATTEST:

By: Lerner Maple Partnership, a Nebraska Partnership, General Partner

By:

Salvadore Carta, Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

w Carlin

On this 10th day of still , 1991, before me, the undersigned, a Notary Public in and for said State of Nebraska,

personally came Salvadore Carta, Partner of Lerner Maple Partnership, a Nebraska General Partnership and General Partner in Maple Joint Venture, a Nebraska General Partnership, to me known to be the identical person whose name is affixed to the foregoing instrument, and he acknowledged the execution of this instrument to be his voluntary act and deed as an individual and as such partner and the voluntary act and deed of said Partnerships.

WITNESS my hand and Notarial Seal the day and year last above

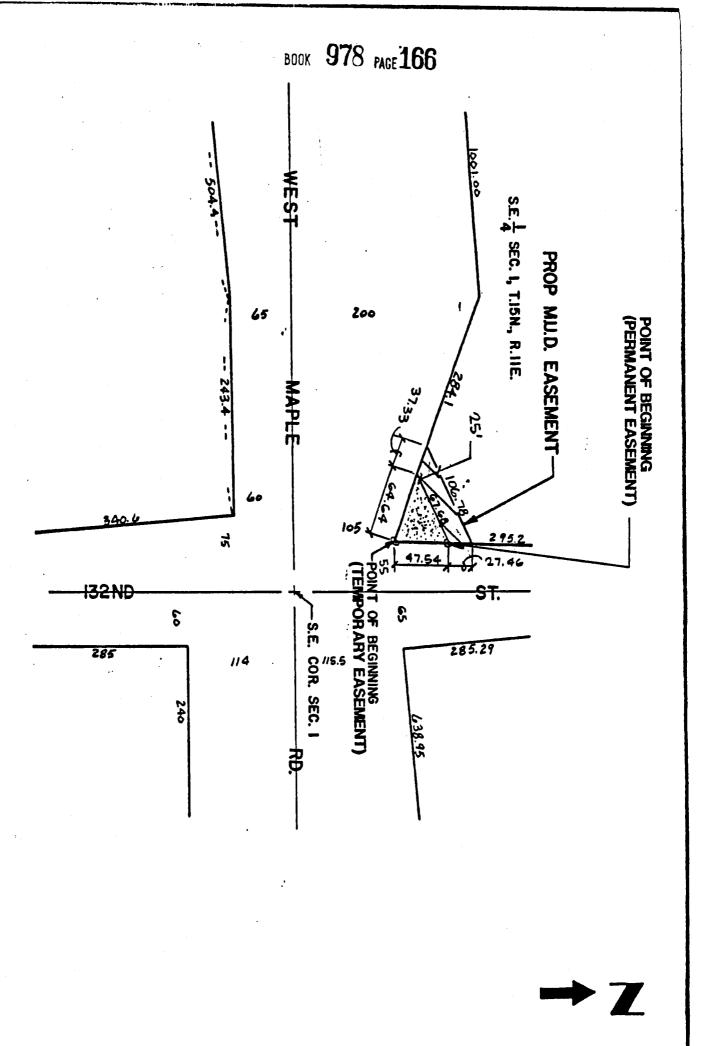
written.

My Commission expires:

CANDICE N. BRUNS

GANDICE N. BRUNS

My Count. Exp. Nov. 30, 1994



DRAWN BY K.A. DATE 4-18-90 CHECKED BY W.W.P. DATE 4-19-9P APPROVED BY DATE REVISED BY J.W. DATE 5-10-91 REV. CHK'D BY W.W.PDATE 5-10-91 REV. APPROV.BY DATE	PAGE ! OF !	DISTRICT OMAHA, HEBRASHA EASEMENT ACQUISITION FOR W.C. 7100 FOR W.C. 7100 FOR W.C. 7100 FOR ACRE O.050 T PERMANENT O.034 T TOTAL ACRE TOTAL ACRE TOTAL ACRE PERMANENT EASEMENTEZ TEMPORARY EASEMENTEZ TEMPORARY EASEMENTEZ
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