



BK 0824 PG 218



MISC 1987 14615

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 31 day of JULY, 1987, between MAPLE HEIGHTS L-25 PARTNERSHIP, 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 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:

PERMANENT EASEMENT

Two tracts in Maple Heights Office Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

The West 15 feet of Lot Two (2). The North 180 feet of the extreme East 15 feet of Lot Four (4) parallel and adjacent to Lot Three (3).

Said tracts contain 0.14 of an acre, more or less, and are 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 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 tracts of land any building or structure, except pavement, and they will not give anyone else permission to do so.

2. The Grantee shall restore the surface of the soil and/or paving 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 the Grantor, or duties and powers of the Grantee, respecting the ownership, use, operations, extensions and connections 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 persons executing this instrument represent they have the requisite authority to execute same and make this conveyance on behalf of said Partnership Grantor.

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.

14615-
MISC B

RECEIVED
1987 AUG 18 AM 10:11
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

824 N 97-154 MA C/O FEE 16.00
218-220 N 91-153 DEL MC
OF Misc COMP F/B 63-23710

MAPLE HEIGHTS L-25 PARTNERSHIP,
A Nebraska General Partnership,
Grantor

By: Jerome L. Heinrichs
Jerome L. Heinrichs, Partner

ATTEST:

and

By: Paul L. Dutton
Paul L. Dutton, Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 31st day of July, 1987, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came Jerome L. Heinrichs, a Partner in Maple Heights L-25 Partnership, a Nebraska General Partnership, and 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 individually and as said Partner and the voluntary act and deed of said General Partnership.

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



Christine Sailors
Notary Public

My Commission expires: _____.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 31st day of July, 1987, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally came Paul F. Dutton, a Partner in Maple Heights L-25 Partnership, a Nebraska General Partnership, and 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 individually and as said Partner and the voluntary act and deed of said General Partnership.

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

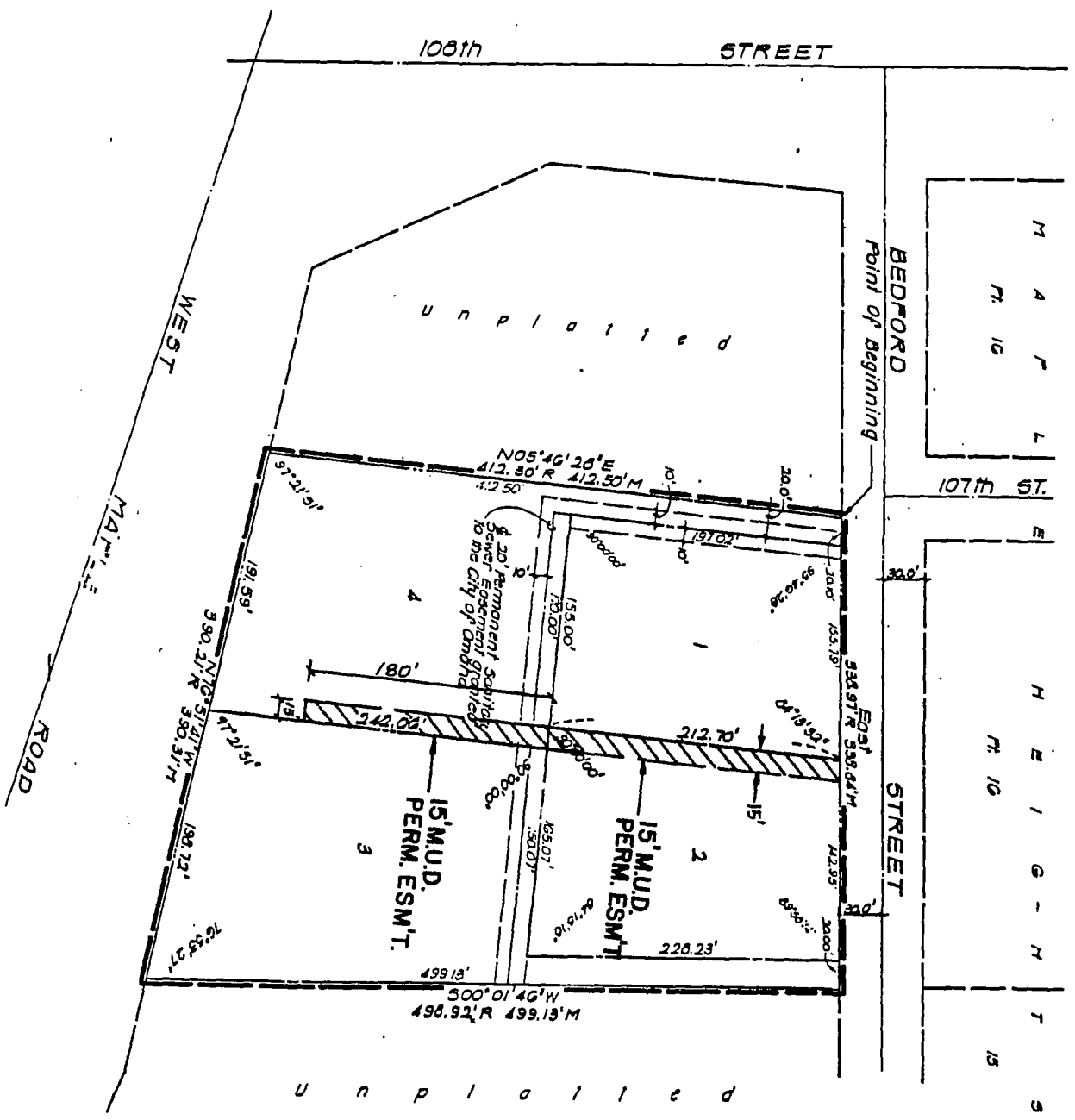


Christine Sailors
Notary Public

My Commission expires: _____.

MAPLE HEIGHTS OFFICE PARK

BOOK 824 PAGE 220



METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION FOR FUTURE GAS MAIN.

LAND OWNER MAPLE HEIGHTS L-25 PARTNERSHIP

TOTAL ACRE 0.14 +/-

LEGEND
PERMANENT EASEMENT

PAGE 1 OF 1

DRAWN BY K.B. DATE 06-24-87
 CHECKED BY TJM DATE 6-24-87
 APPROVED BY [Signature] DATE 6-24-87
 REVISED BY _____ DATE _____
 REV. CHK'D BY _____ DATE _____
 REV. APPROV. BY _____ DATE _____

FILE NO. 417675