

Effects Prop directly west

BOOK 530 PAGE 651

Land Contract
the amount of
DOLLARS.

Douglas

EASEMENT

THIS INDENTURE, made this 2 day of July, 1967, between
Latvian Village, Inc.

of the County of

hereinafter referred to as Grantors, and Metropolitan Utilities
District of Omaha, hereinafter referred to as Grantee, WITNESSETH

WHEREAS, Grantors are in the process of constructing and de-
veloping an apartment project known as "Latvian Village", located
on the following described real estate, to-wit:

A tract of land, the boundaries of which are
as follows:

Beginning at the southwest corner of the
Northeast Quarter of the Northwest Quarter
(NE1/4NW1/4) of Section 34, Township 15 North,
Range 12 East of the 6th P.M., in Douglas
County, Nebraska; thence North 568.3 feet,
thence North 83°29' East 437.4 feet, thence
South 89°31' East 359.8 feet, thence South
5°46' East 70.6 feet, thence South 36°16'
West 676.5 feet, thence West 401.3 feet to
the point of beginning, except the West
0.7 feet thereof, containing 8.6 acres more
or less, as shown on plat attached hereto,

to which real estate Grantors hold fee simple title; and

WHEREAS, it is not intended that any streets, alleys or
ways for public use will be dedicated within such tract of land,
easement is required over and through said real estate, in favor
Grantee, for the purpose of constructing, maintaining and operating
a water main and necessary facilities in connection therewith,
the supply of water service to said project.

NOW, THEREFORE, in consideration of the premises and the
installation of said water main, Grantors do hereby grant to Grantee
its successors and assigns, a permanent license, easement and
of way to lay, maintain, operate, repair, relay and remove, at any
time, a water distribution main and necessary facilities in con-
nection therewith, on, over, through, under and across, and
to enter upon, for said purposes, all of the above described
estate, except those portions thereof occupied by apartment
and garages. The term "apartment structures" shall not include
cent walks, driveways, parking areas, or streets, and con-
sible, the water main herein provided for, and necessary
in connection therewith, shall be laid in such driveways,
areas or streets.

TO HAVE AND TO HOLD said easement and right of way
Grantee, its successors and assigns.

Grantors agree that neither they nor their heirs
will at any time erect, construct, use or place on
surface of said land under which said water main
installed, nor within ten (10) feet on either side
any building or structure, except walks, streets,
driveways, and that they will not permit any

ly commissioned
nson,
I acknowledge
t above written
Notary Public.
2

G.P.M.:G
Fee
Compared

4/5

BOOK 530 PAGE 652

Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof, as near as may be, and will repair or replace the surface of any walks, streets, parking areas or driveways which may have been disturbed for any purpose hereunder, as near as may be and as soon after such work is performed as may reasonably be possible to so do.

The easement and right of way herein granted is intended to convey to Grantee the right to extend any facilities constructed hereunder, from which service to said project is accomplished, through and beyond said project for service to others beyond said project limits, the same as if said facilities were in dedicated streets, alleys or public ways.

In the event that relocation or alteration of the water main or appurtenances thereto constructed hereunder shall be requested by Grantors or made necessary by a change of the development and construction of the project or future changes therein, such relocation or alteration shall be accomplished by Grantee, if reasonably possible, but the expense of so doing shall be paid by Grantors, including costs of construction, surveys, recording and legal fees and other costs incurred.

IN WITNESS WHEREOF, Grantors have caused this easement to be signed on the day and year first above written.

Lester Villard
John A. [unclear]
Grantors

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 2 day of July, 1967, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Lester Villard and John A. [unclear], personally known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors, and they acknowledged the instrument to be their voluntary act and deed.

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

John G. [unclear]
Notary Public

My commission expires the 5 day of July, 1972.

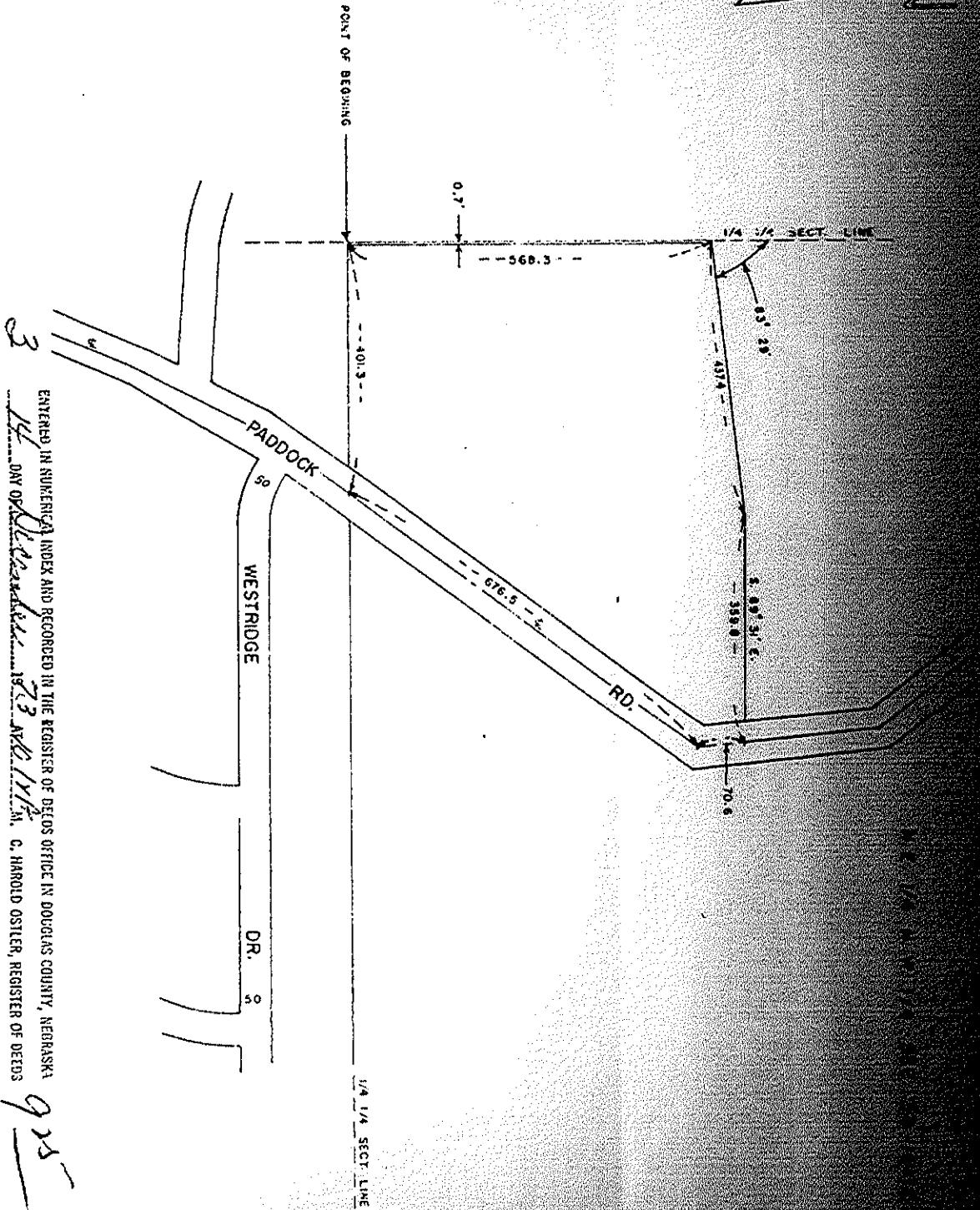
3

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
ON DAY OF July, 1967 AT 11:15 A.M. G. HAROLD OSTLER, REGISTER OF DEEDS

925

DRAWN BY J.P. DATE _____
CHECKED BY _____ DATE _____
APPROVED BY _____ DATE _____
REVISED BY _____ DATE _____
REV. CHECKED BY _____ DATE _____

BOOK 530 PAGE 653



ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 BY J. P. M. C. HAROLD OSTLER, REGISTER OF DEEDS

925

DRAWN BY J.P. DATE 7-7-67
 CHECKED BY DATE
 APPROVED BY DATE
 REVICED BY DATE
 REV. CHKD BY DATE

STATE OF NEBRASKA
 LAND OWNERS
 JOHN STELL

ts,
 s
 ly
 gged
 R