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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DURLAS COUNTY, KY

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EASEMENT

THIS AGREEMENT entered into by and between MVP PARTNERSHIP, a Nebraska General Partnership, hereinafter referred to as "Grantor", and THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the owner of a tract of ground located in a portion of Lot 1, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, and

WHEREAS, Grantee owns a 6-inch sewer line located on part of said Lot 1, Miracle Village,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, Grantor hereby grants:

A permanent easement for the installation and maintenance of a sanitary sewer line across part of Lot 1, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, said easement being 15.0 feet in width and lying 7.5 feet each side of the following described center line: Commencing at the Northeast corner of said Lot 1, Miracle Village; Thence South 28°13'59" West (bearings based on the Miracle Village recorded plat) for 38.92 feet along the Easterly line of said Lot 1 of the TRUE POINT OF BEGINNING; Thence North 51°09'41" West for 94.69 feet to an existing manhole and the point of termination of this easement, said point being north 74°45'52" West for 95.56 feet from the Northeast corner of said Lot 1, Miracle Village.

A copy of a plat showing said easement and describing said easement as "Easement 1" is attached hereto as Exhibit A, and made a part hereof.

It is further understood and agreed that Grantor and its assigns shall have free use of the surface area but shall not have the right to construct any improvements over such easement area unless the same is removable.

It is expressly understood and agreed that the easement granted is not an exclusive easement, but is subject to the equal right on the part of the Grantor and its successors and assigns to connect to the sewer line located within the easement area.

In the event it is required to make repairs in the sewer line located in said easement, the full expense shall be borne by the Grantee, including the expense of restoring the ground and surface to substantially the same condition as before the excavation of such ground, if such excavation is necessary. Grantee's responsibilities for maintenance and repair shall also include any and all manholes located in said easement.

Each covenant and condition contained herein shall run with the land and shall be binding upon the heirs, devisees, transferees, successors and assigns of Grantor and Grantee.

Executed this 24th day of September, 1993.

MVP PARTNERSHIP, A Nebraska
General Partnership

By: 
David Underwood, Partner

THE CITY OF OMAHA, NEBRASKA,
A Municipal Corporation

By: 

MICHAEL J. DE SELM
(Printed Name)

Title: PUBLIC WORKS DIRECTOR

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STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

On this 24th day of September, 1993, before me, the undersigned, a Notary Public in and for said county, personally came David Underwood, Partner, of MVP PARTNERSHIP, a Nebraska General Partnership, whose name is affixed to the above Easement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Partnership.

Witness my hand and notarial seal the day and year last above written.



Diane Husk

Notary Public

STATE OF NEBRASKA)
) ss:
 COUNTY OF DOUGLAS)

On this 17th day of MARCH, 1994, before me, the undersigned, a Notary Public in and for said county, personally came MICHAEL J. DESELM, PUBLIC WORKS DIR., as a representative of THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, and whose name is affixed to the above Easement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Municipal Corporation.

Witness my hand and notarial seal the day and year last above written.



Mark E. Larson

Notary Public

RECEIVED BY THE DIRECTOR GENERAL
OFFICE OF THE DIRECTOR
GENERAL INVESTIGATION DIVISION
MAY 15 1961

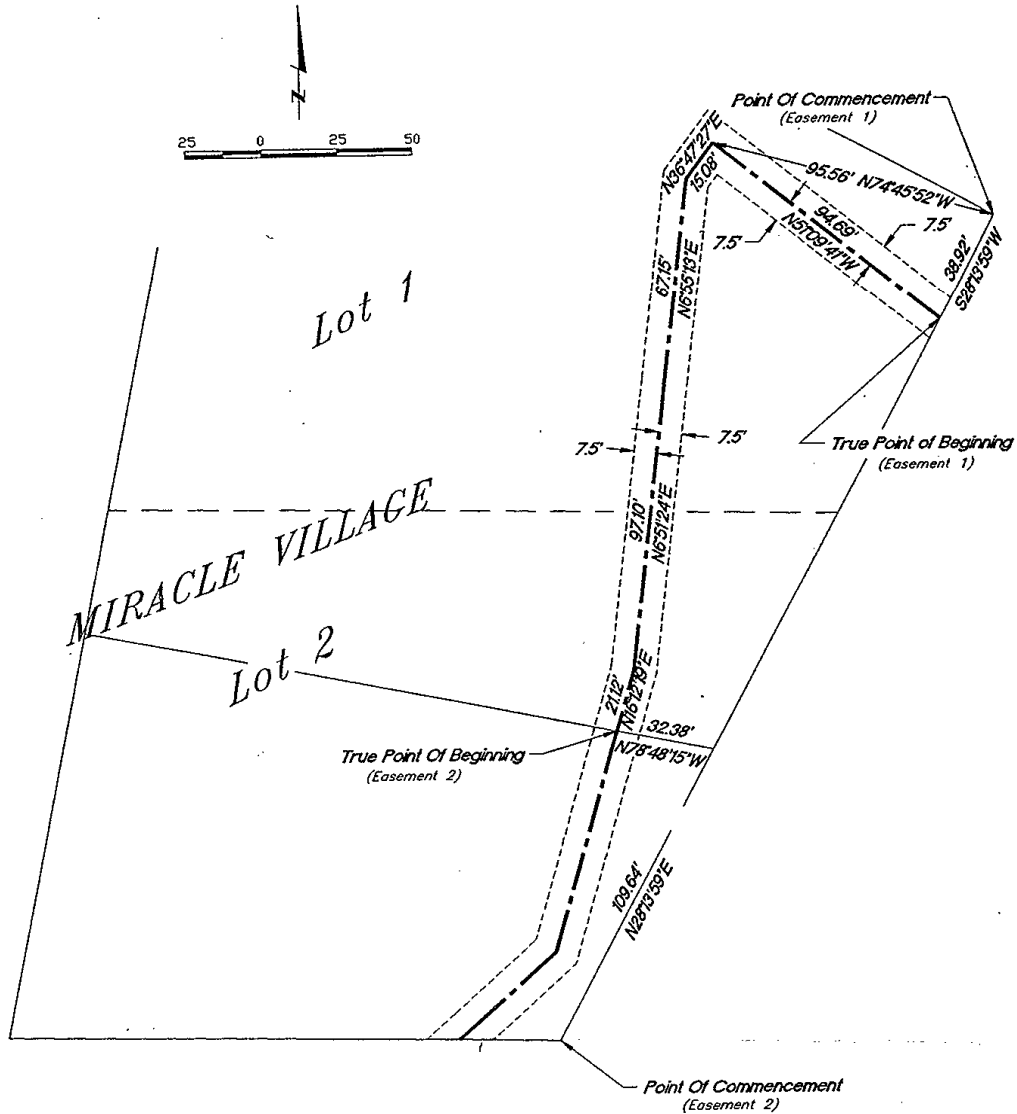
PERMANENT EASEMENT

Easement 1

A permanent easement for the installation and maintenance of a sanitary sewer line across part of Lot 1, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, said easement being 15.0 feet in width and lying 7.5 feet each side of the following described centerline: Commencing at the Northeast corner of said Lot 1, Miracle Village; Thence South 28°13'59" West (bearings based on the Miracle Village recorded plat) for 38.92 feet along the Easterly line of said Lot 1 to the TRUE POINT OF BEGINNING; Thence North 51°09'41" West for 94.69 feet to an existing manhole and the point of termination of this easement, said point being North 74°45'52" West for 95.56 feet from the Northeast corner of said Lot 1, Miracle Village.

Easement 2

A permanent easement for the installation and maintenance of a sanitary sewer line across parts of Lots 1 and 2, Miracle Village, an addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, said easement being 15.0 feet in width and lying 7.5 feet each side of the following described centerline: Commencing at the Southeast corner of said Lot 2, Miracle Village; Thence North 28°13'59" East (bearings based on the Miracle Village recorded plat) for 109.64 feet along the Easterly line of said Lot 2 to the Northeast corner of a lot split of said Lot 2; Thence North 78°48'15" West for 32.38 feet along the Northerly line of said lot split to the TRUE POINT OF BEGINNING; Thence North 16°12'19" East for 21.12 feet to an existing cleanout; Thence North 06°51'24" East for 97.10 feet to an existing cleanout; Thence North 06°55'13" East for 67.15 feet to an existing cleanout; Thence North 36°47'27" East for 15.08 feet to an existing manhole and the point of termination of this easement, said point being North 74°45'52" West for 95.56 feet from the Northeast corner of said Lot 1, Miracle Village.




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