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DOUGLAS COUNTY, NE

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EASEMENT

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THIS is an Easement, made this 7<sup>th</sup> day of March, 2000, between Maple 144 LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Grantor" and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

WITNESSETH:

The 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, subject to the provisions of Section 3 below, an underground easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas, water and all appurtenances thereto, together with the right of reasonable ingress and egress to and from the same, under the property of Grantor depicted and more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Easement Area").

1. The Grantor agrees that neither it nor its successors or assigns (i) will at any time erect, construct or place on or below the surface of the Easement Area any building or structure, except (a) pavement, asphalt, or substantially equivalent materials, and (b) landscaping, and (ii) will give anyone else permission to do so.

2. The Grantee shall restore the surface of the Easement Area including landscaping, if any, or any other covering such as pavement or asphalt, whether it be during initial installation or any subsequent maintenance or additional installation, excavated for any purpose hereunder, as near as may be reasonably possible, to the original contour and condition thereof and as soon after such work is performed as may be reasonably possible to do so.

3. Grantee acknowledges and agrees that (i) the Easement Area is approximately sixty (60') feet in width and (ii) only the outer fifteen (15') feet of the Easement Area shall be used for the underground placement and installation of water and/or gas mains, pipes, and other apparatus and systems with the thirty (30') feet situated between such two fifteen (15') foot outer areas to be used only for transgressing such thirty (30') feet area with pipe to connect to the underground mains, pipe and other apparatus and systems situated within the outer areas, the intent being that except for connecting pipe transgressing such thirty (30') foot area at various points to service adjacent parcels, only the outer fifteen (15') feet area will be used for the placement of water and gas mains, pipe, and other apparatus and systems.

4. 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. Grantor and

PLEASE RETURN TO:  
THOMPSON, DRESSEN & DORNER, INC. 10836 Old Mill Road, Omaha, NE 68154

its grantees, successors and assigns shall be entitled, and do hereby reserve the right, to connect to and make reasonable and customary use of any gas and any of the water line installed by the Grantee under the terms of this Easement at no charge or expense to Grantor and its grantees, successors and assigns except for customary connection fees and charges or use fees for water and gas consumed.

5. It is further agreed the Grantor has lawful possession of the Easement Area, 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 lawful claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this Easement.

6. The person executing this instrument represents that he has the requisite authority to execute same and make this conveyance on behalf of the Grantor.

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

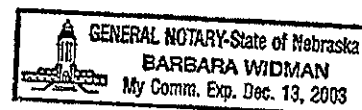
MAPLE 144 LLC,  
a Nebraska Limited Liability Company

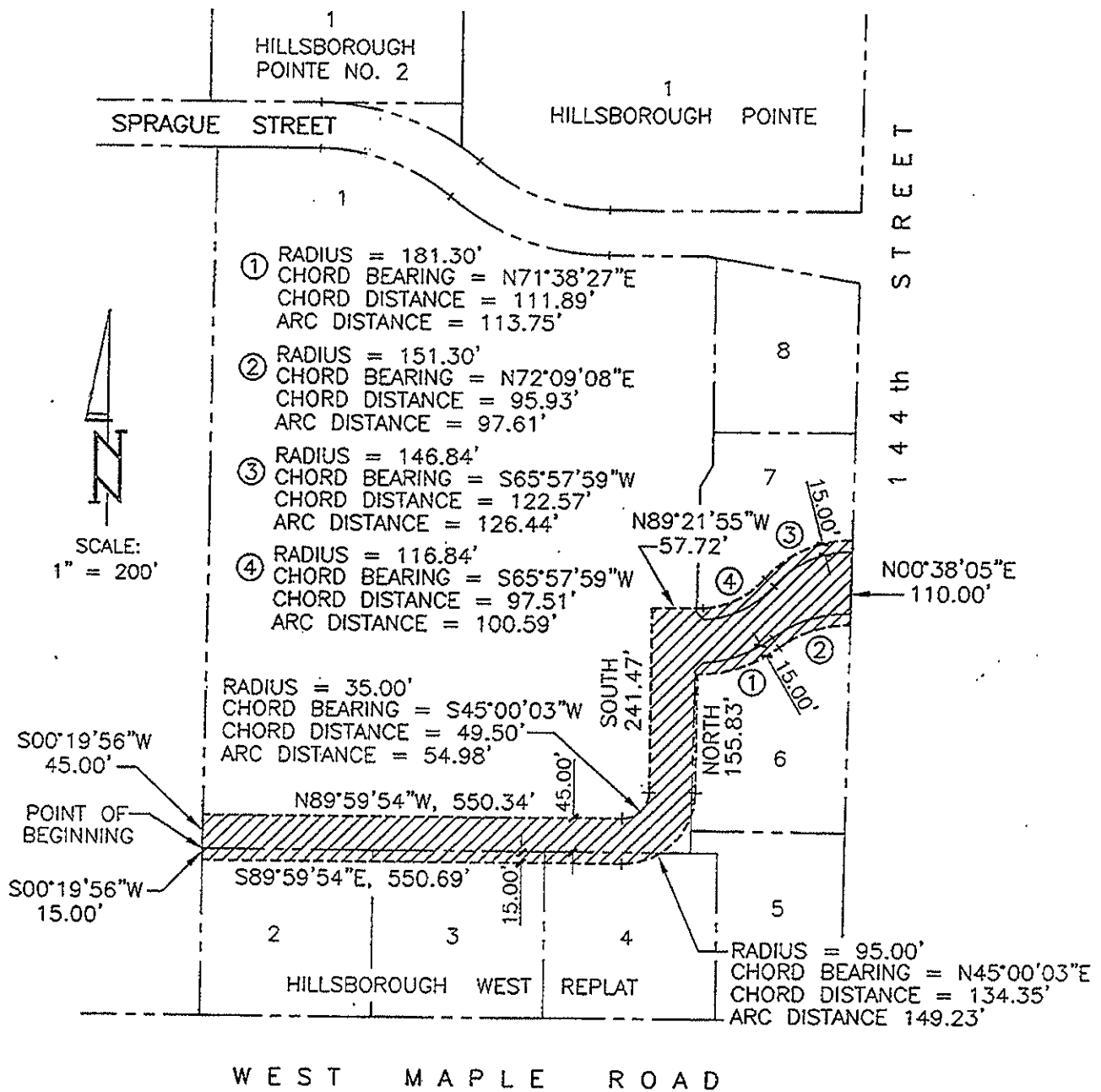
By: \_\_\_\_\_  
Title: Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 7<sup>th</sup> day of March, 2000, before me, the undersigned, personally came Jay R. Lerner, Manager of MAPLE 144 LLC, a Nebraska limited liability company, to me personally known to be the person whose name is affixed to the foregoing instrument in that capacity and who acknowledges the same to be the voluntary act and deed of such limited liability company.

Barbara Widman  
Notary Public





# SHEET 1 OF 2

THE LERNER COMPANY TD2 FILE NO. 738-116-MUDESMT. DATE: JAN. 12, 2000  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

## EXHIBIT "A"