

COUNTER LM C.E. BD  
VERIFY LM D.E. BD  
PROOF P  
FEES \$ 34.00  
CHECK # 829947  
CHG PAY 18.00 CASH  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2018-11417

05/24/2018 4:06:11 PM

*Lloyd J. Dowding*

REGISTER OF DEEDS



**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

SARPY COUNTY REGISTER OF DEEDS  
1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2842  
402-593-5773

A

**AGREEMENT FOR PERMANENT EASEMENT**

THIS AGREEMENT FOR PERMANENT EASEMENT is made this 26<sup>th</sup> day of February, 2018, between BOYER YOUNG EQUITIES XVI-BELLE LAGO, LLC, a Nebraska limited liability company (hereinafter, the "Grantor") and the METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision (hereinafter, the "Grantee").

**RECITALS**

1. Grantor is the fee simple owner of the following four parcels of real property located in Sarpy County, Nebraska:

Real property located at address 4446 Leawood Drive and legally described as Lot 62 Belle Lago, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska;

Real property located at address 4452 Leawood Drive and legally described as Lot 63 Belle Lago, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska;

Real property located at address 4456 Leawood Drive and legally described as Lot 64 Belle Lago, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska; and

Real property located at address 4460 Leawood Drive and legally described as Lot 65 Belle Lago, a subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska.

(Hereinafter, the above-described four parcels of real property are referred to collectively hereinafter as the "Property".)

2. Grantor desires to grant to Grantee, and Grantee desires to obtain, a permanent easement over a certain tract of land located within the Property, as more particularly described below.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants described herein, Grantor and Grantee agree as follows:

*Please return to:*

Joseph Kehm, Attorney  
Metropolitan Utilities District  
1723 Harney Street  
Omaha, Nebraska 68102-1960

B

## AGREEMENT

1. **Permanent Easement.** Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee and to Grantee's successors and assigns, a permanent easement to lay, maintain, operate, repair, relay, and remove, at any time, underground pipelines for the transportation of water and all underground and above-ground appurtenances thereto, including, but not limited to, hydrants, valve boxes, stop boxes, manhole rings, manhole covers, concrete vault boxes, and pipeline markers, together with the rights of ingress and egress on, over, under, and through the following described tract of land which is located within the Property:

THE SOUTHERLY 5 FEET OF LOTS 62, 63, 64, AND 65 OF BELLE LAGO AS THEY ABUT LEAWOOD DRIVE, SAID TRACT OF LAND CONTIANING 0.0251 ACRES, MORE OR LESS.

(Hereinafter, the above-described tract of land is referred to as the "Permanent Easement".) The Permanent Easement is generally shown on the drawing attached hereto and made a part hereof by this reference.

2. **No Structures.** The Grantor and its successors and assigns shall not at any time erect, construct, or place on or below the surface of the Permanent Easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so.
3. **Agreement to Restore Soil.** The Grantee shall restore any soil excavated within the Permanent Easement for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
4. **Warranty of Title.** The Grantor is the lawful owner and possessor of the Property; has good, right, and lawful title and authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title, or interest prior to or contrary to this conveyance.
5. **Authority to Execute.** The person executing this instrument has authority to execute it on behalf of the Grantor.

IN WITNESS WHEREOF, Grantor executes this AGREEMENT FOR PERMANENT EASEMENT on the date set forth above.





# EASEMENT ACQUISITION

FOR WP1569

100055001245

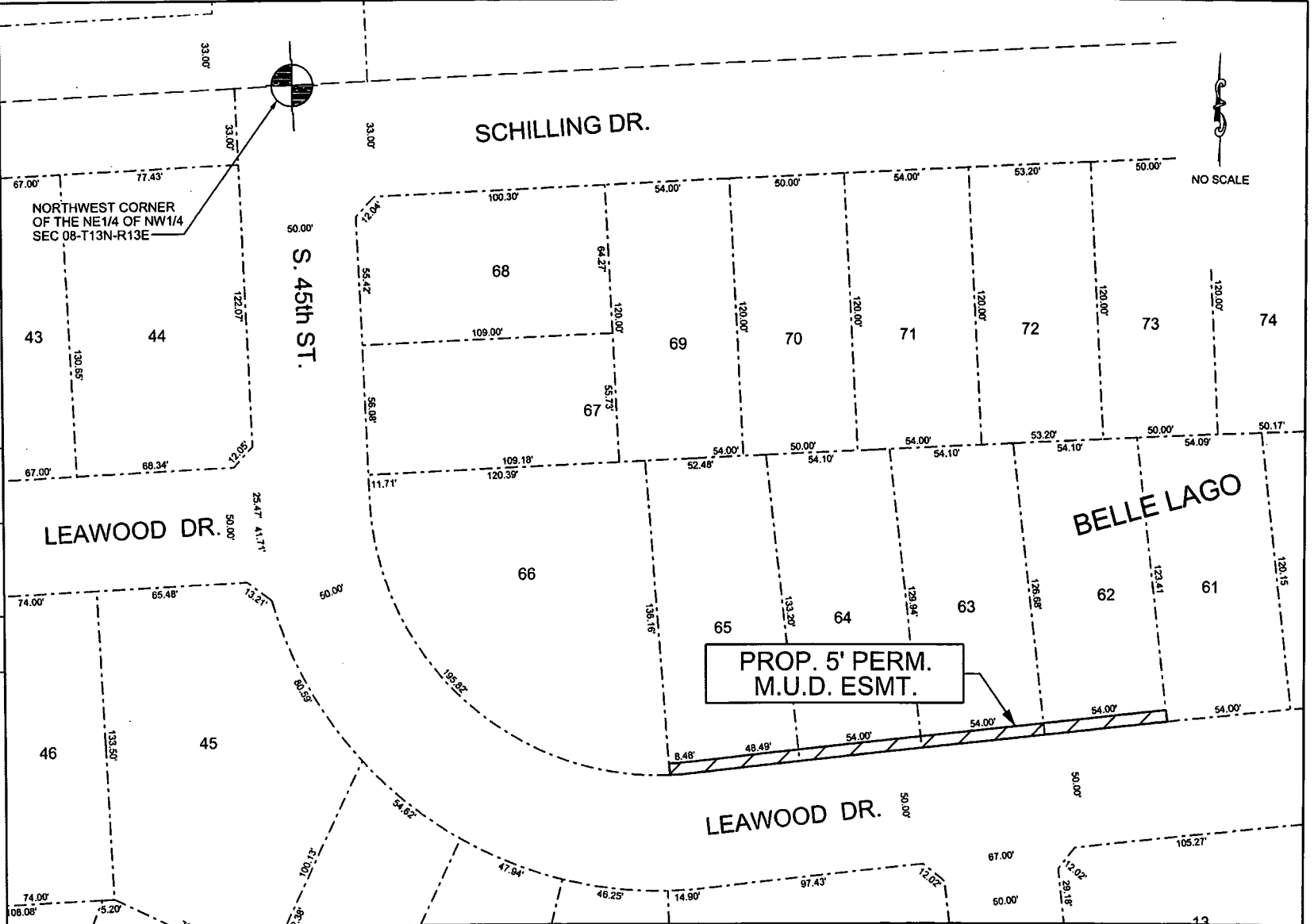
LAND OWNER  
BOYER YOUNG EQUITIES XVI  
C/O BELLE LAGO LLC  
9719 GILES RD, SUITE 1000  
LA VISTA NE 68128

TOTAL ACRE PERMANENT 0.0251 ±  
TOTAL ACRE TEMPORARY N/A

LEGEND  
PERMANENT EASEMENT   
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY RDG  
DATE 01-18-2018  
CHECKED BY REB  
DATE 2-20-2018  
APPROVED BY [Signature]  
DATE 2-20-18  
REVISED BY  
DATE  
REV. CHK'D. BY  
DATE  
REV. APPROV. BY  
DATE



2018-11417

