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PERMANENT AND TEMPORARY CONTRUCTION **EASEMENTS**

Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 2/15/2008 13:39:36.65

12 day of February THIS AGREEMENT, made this , 2008 between OMAHA LIVESTOCK MARKET, INC., a Nebraska Corporation ("Grantor"). and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, hydrants, manhole covers, and pipeline markers and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts of land located in Section 4, Township 14 North, Range 13 East, and in Section 9, Township 14 North, Range 13 East, in Douglas County, Nebraska, and being described as follows:

Commencing at the Southeast Corner of the Southeast ¼ of the Southeast 1/4 of Section 4-14-13; thence South 86°31'13" West (assumed bearing) along the Section line of "Q" Street, a distance of 239.00 feet; thence South 75°50'21" West a distance of 33.00 feet; thence North 14°9'39" West a distance of 45.00 feet, to the Point of Beginning; thence North 75°50'21" East a distance of 20.00 feet; thence North 14°9'39" West a distance of 30.00 feet; thence South 75°50'21" West a distance of 20.00 feet; thence South 14°9'39" East a distance of 30.00 feet, back to the Point of Beginning.

This permanent easement contains 0.0137 of an acre, more or less, and is shown on the attached drawing hereto and made a part hereof by reference.

TEMPORARY EASEMENT

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 4-14-13; thence South 86°31'13" West (assumed bearing) along the Section line of "Q" Street, a distance of 239.00 feet, to the Point of Beginning; thence south 75°50'21" West a distance of 33.00 feet; thence North 14°9'39" West a distance of 45.00 feet; thence North

Please file & return to:

Patrick L. Tripp, Attorney Metropolitan Utilities District 1723 Harney Street Omaha, Nebraska 68102-1960

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75°50'21" East a distance of 20.00 feet; thence North 14°9'39" West a distance of 30.00 feet; thence South 75°50'21" West a distance of 20.00 feet; thence North 14°9'39" West a distance of 45.00 feet; thence North 75°50'21" East a distance of 33.00 feet; thence South 14°9'39" East a distance of 120.00 feet, back to the Point of Beginning.

This temporary easement contains 0.0826 of an acre, more or less, and is shown on the attached drawing hereto and made a part hereof by reference.

- 1. 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. The same prohibitions shall apply to temporary easements. The effective period of the temporary easement shall commence upon the execution date hereof and end after completion of the project for which these easements are obtained.
- 2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
- 3. The Grantor is the lawful possessor of this real estate; has good, right and lawful 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.
- 4. The person executing this instrument has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes this Permanent and Temporary Easements on the above date.

OMAHA LIVESTOCK MARKET, INC., Grantor,

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Authorized Individual's Signature

REGINALD SCHALWER

Printed Name

UCE PRESIDENT

Title

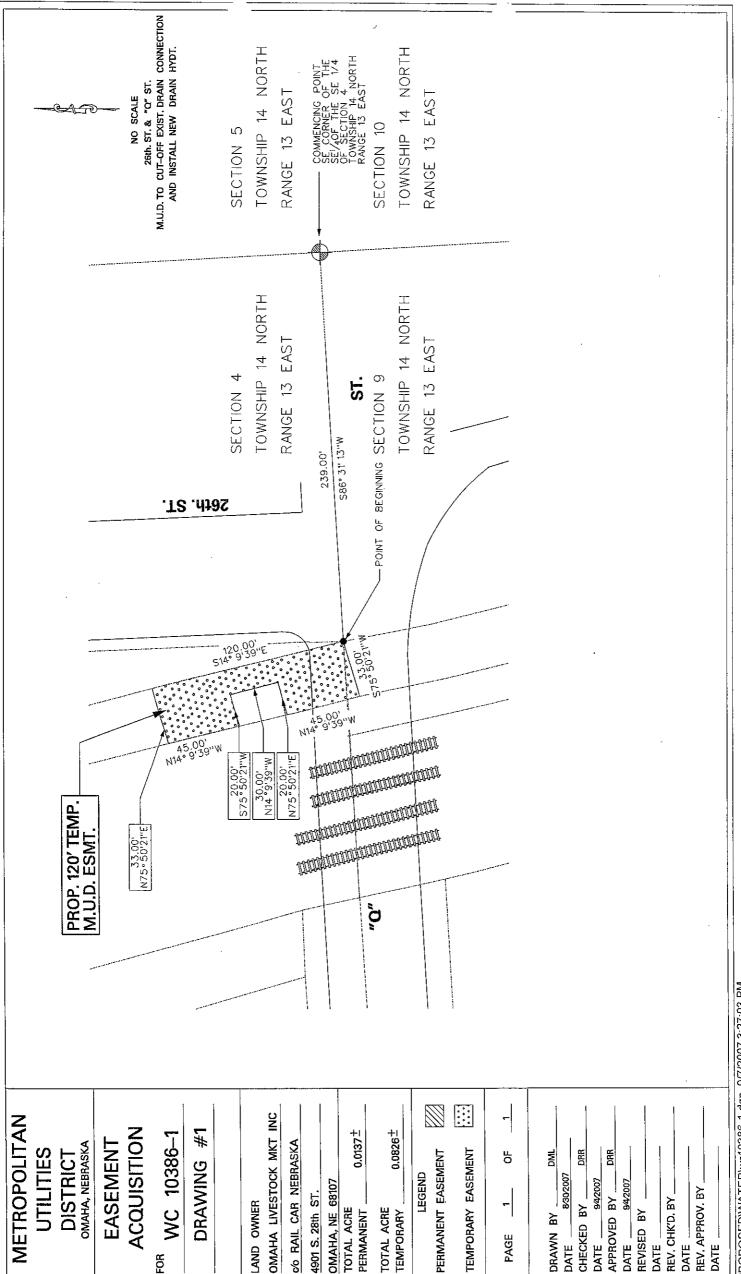
ACKNOWLEDGMENT

STATE OF	NEW	YORIC			
COUNTY O	F <u>SUFA</u>	FOLK	_))	SS

This instrument was acknowledged before me on <u>FERMARY 12</u>, 2008, by <u>REGINALD SCHAWERY</u>, <u>VICE PALIPENT</u> of Omaha Livestock Marketing, Inc., on behalf of the corporation.

CATHERINE WHITE
Notary Public, State of New York
No. 01WH6097519
Qualified in Suffolk County
Commission Expires August 25, 2011

Notary Public



OMAHA, NE 68107

PERMANENT _

TOTAL ACRE

TOTAL ACRE

4901 S. 28th ST.

LAND OWNER

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REV. APPROV. BY

DATE __

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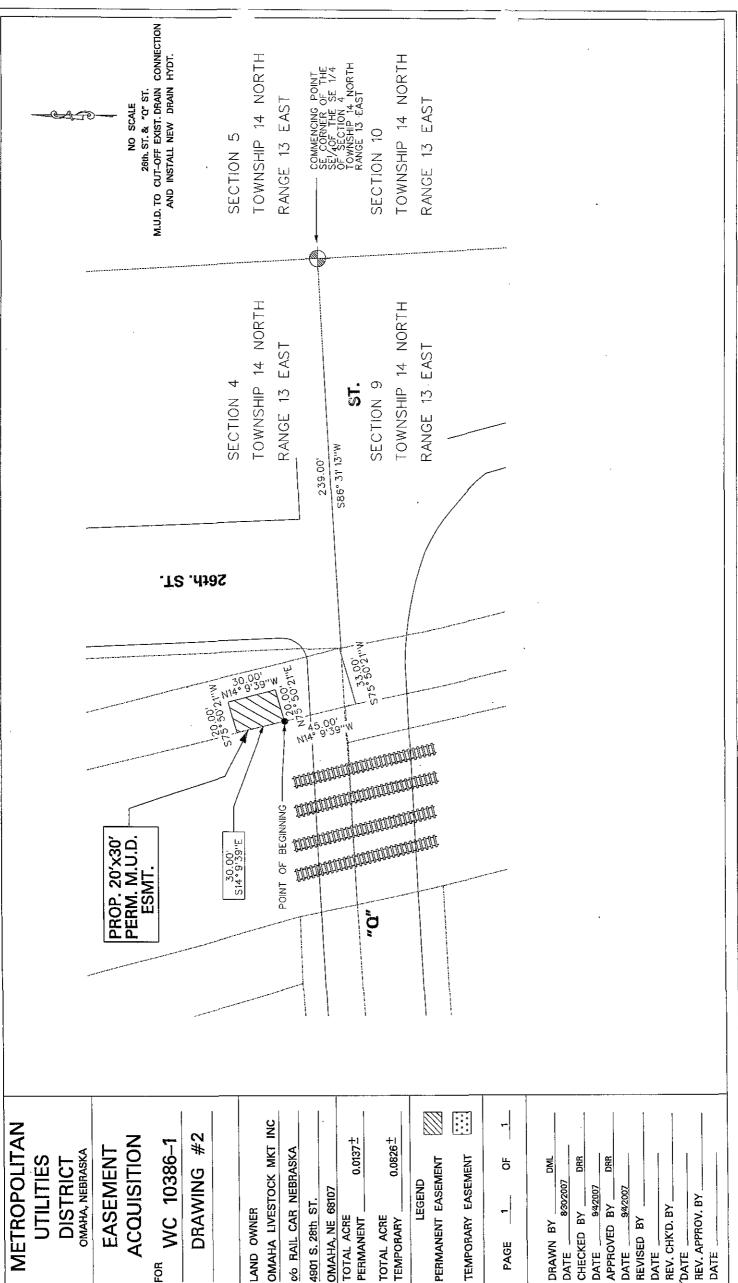
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APPROVED BY __

9/4/2007

REVISED BY DATE

DATE



OMAHA, NE 68107

PERMANENT _ TOTAL ACRE

TOTAL ACRE **TEMPORARY**

4901 S. 28th ST.

LAND OWNER

FOR

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