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Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 6/19/2008 10:55:06.83

PERMANENT EASEMENT

MAY 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 hereby 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, 24-inch round iron covers, roadway boxes, hydrants, cc boxes, manhole covers, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts of land in Rainwood Pointe, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The northerly 20' of the easterly 170' of Lot 1 as it abuts the right-of-way of Rainwood Road.

The northerly 20' of Lot 3 as it abuts the right-of-way of Rainwood Road.

The northerly 20' of Lot 9 as it abuts the right-of-way of Rainwood Road.

The northerly 20' of the westerly 316' of lot 10 as it abuts the right-of-way of Rainwood Road.

A 10' wide x 20' long strip of land in the southern corner of Lot 6 as it abuts Lot 7 and the right-of-way of 111th Street.

The 10' wide strip of land along Lot 7 abutting 109th and 111th Street.

Lot 13

The westerly 30' of Lot 13 as it abuts Outlot B.

Please file & return to:

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

v 708546

This permanent easement contains 1.20 acres, 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 easements any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so
- 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 limited liability company.

IN WITNESS WHEREOF, Grantor executes these Permanent Easements to be signed on the above date.

RAINWOOD POINTE, LLC, a limited liability company, Grantor

Зу: _____

Scott Seaton, Member

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on May 14, 2008, by Scott Seaton, Member of Rainwood Pointe, LLC, on behalf of the limited liability company.

Notary Public

GENERAL NOTARY - State of Nebraska
DIANE R. FIELDS
My Comm. Exp. July 31, 2009





