

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2008-02157

2008 JAN 25 P 12:06

Sharon J. Dowling
REGISTER OF DEEDS

COUNTER WJ C.E. WJ
VERIFY at D.E. P
PROOF _____
FEES \$ 17.50
CHECK # 703340
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

PERMANENT EASEMENT

THIS AGREEMENT, made this 8 day of January, 2007 2008 between CLEARWATER FALLS, LLC, a limited liability company ("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 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, 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 Clearwater Falls, a subdivision, as platted and recorded in Sarpy County, Nebraska and being described as follows:

The westerly six feet (6') of Lot 280 and Outlot "J"; the westerly and southerly six feet (6') of Lot 281; the easterly six feet (6') of Lot 291, and the easterly six feet (6') of the northerly twenty feet (20') of Lot 292.

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.

RUR

Please file & return to:
Patrick L. Tripp, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA



EASEMENT ACQUISITION

FOR **WCC 10433**

(100055000073)

LAND OWNER
CLEARWATER FALLS, LLC
 9805 GILES RD.
 LAVISTA, NE 68128

TOTAL ACRE PERMANENT **0.063 ±**
 TOTAL ACRE TEMPORARY **0.000 ±**

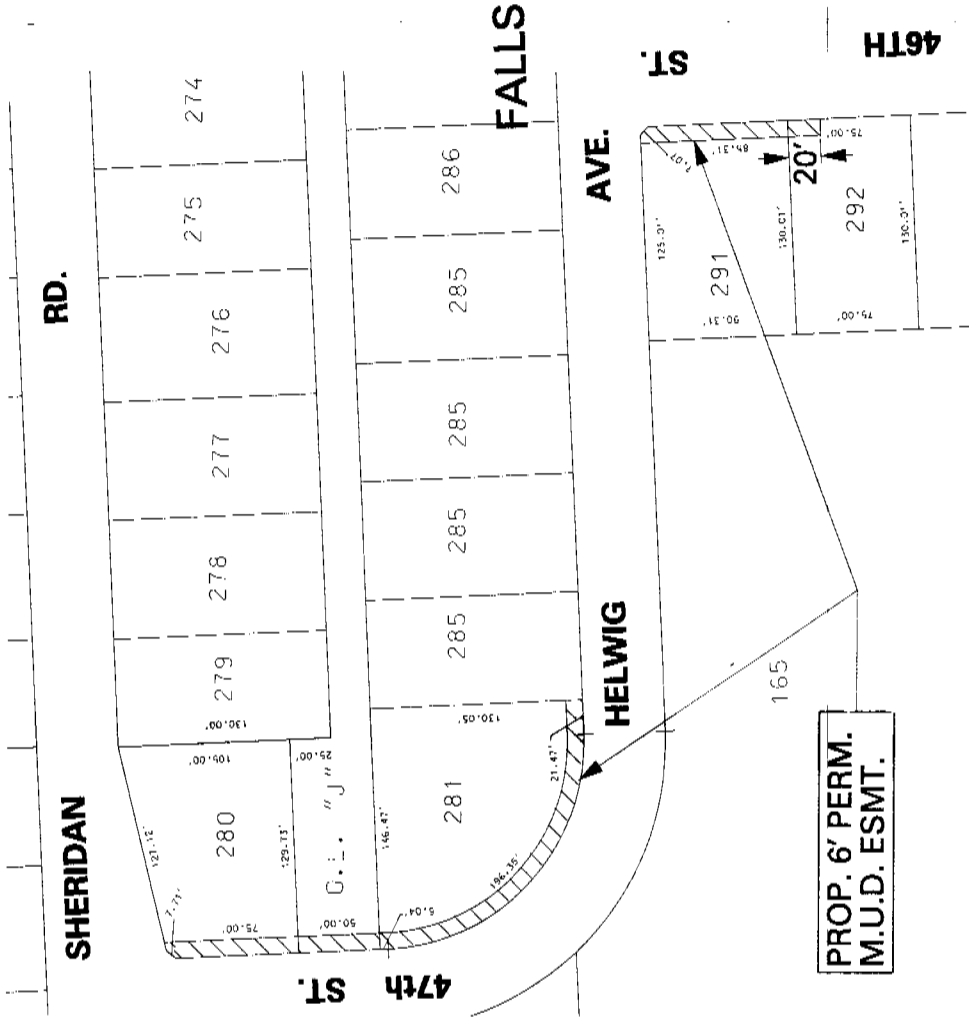
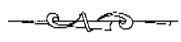
LEGEND
 PERMANENT EASEMENT 
 TEMPORARY EASEMENT 

PAGE **1** OF **1**

DRAWN BY **DDI**
 DATE **10-23-07**
 CHECKED BY _____
 DATE _____
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

CLEARWATER

NO SCALE
 CLEARWATER FALLS
 48th ST. & SHERIDAN RD.



**PROP. 6' PERM.
 M.U.D. ESMT.**

2008-02-157B