



MISC 2005071367



JUN 21 2005 13:28 P 3

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/21/2005 13:28:12.66



2005071367

PERMANENT EASEMENT

THIS INDENTURE, made this 2nd day of June, 2005 between DIAL HARRISON, L.L.C., a Nebraska Limited Liability Company, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

That 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, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

Tracts of land in Falling Waters, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and being described as follows:

PERMANENT EASEMENT

The northerly and westerly eight feet (8.00') of Lot 77.

-and-

The northerly and easterly eight feet (8.00') of Lot 87.

-and-

The southerly and easterly eight feet (8.00') of Lot 115.

-and-

The southerly ten feet (10.00), adjacent to and abutting 195th Street and Adams Street, of Outlot "A".

This permanent easement contains 0.355 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent Easement to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

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.

Please file & return to:

Susan Prazan
Metropolitan Utilities District
1723 Harney Street
Omaha, NE 68102-1960

a
Misc. REC 17.00 PS OC-11945
3 LRP _____ D/D _____ Y. SB.
4 _____

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. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. 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.

5. The person executing this instrument represents that he has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor executes this Permanent Easement to be signed on the above date.

DIAL HARRISON, L.L.C.,
a Nebraska Limited Liability Company,
Grantor

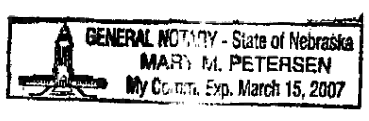
By: *[Signature]*

Title: *Mgr.*

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 6/2, 2005,
by Patrick C. Day, member of DIAL HARRISON, L.L.C., a
Nebraska limited liability company, on behalf of the limited liability company.



Mary M. Petersen
Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR **WCC 9895-2**

LAND OWNER
Djal Harrison, LLC
11506 Nicholas Street, Suite 200
Omaha, NE 68154

TOTAL ACRE PERMANENT 0.355 ±
TOTAL ACRE TEMPORARY 0.000

LEGEND
PERMANENT EASEMENT [Hatched Box]
TEMPORARY EASEMENT [Dotted Box]

PAGE 1 OF 1

DRAWN BY DJS
DATE 5-18-05
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

FALLING

WATERS

NO SCALE
FALLING WATERS
PHASE II
192nd ST. & ADAMS ST.

