



MISC 2006093763



AUG 16 2006 14:17 P 3

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Register of Deeds, Douglas County, NE  
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2006093763

PERMANENT EASEMENT

THIS AGREEMENT, made this 10 day of August, 2006 between WEST DUNDEE DEVELOPMENT CO., L.L.C., a Nebraska 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, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

A tract in West Dodge Hills, a subdivision, Douglas County, Nebraska, described as follows:

Commencing from the southeast corner of Lot 2, N00°00'00"W (assumed bearing) a distance of one hundred ninety-six and thirty-four one hundredths feet (196.34') to the Point of Beginning; thence N00°00'00"W a distance of fifteen feet (15.00'), thence N45°00'00"W a distance of seven and seven one hundredths feet (7.07'), thence N90°00'00"W a distance of fifteen feet (15.00'), thence S45°00'00"E a distance of twenty-eight and twenty-eight one hundredths feet (28.28') back to the Point of Beginning.

This permanent easement contains 0.004 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 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.

Please file & return to:  
A. Justin Cooper, Attorney  
Metropolitan Utilities District  
1723 Harney Street  
Omaha, Nebraska 68102-1960

misc  
 FEE 1550 FB OC-4236  
 3/4 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP BW  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

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

WEST DUNDEE DEVELOPMENT CO., L.L.C.,  
a Nebraska limited liability company, Grantor

By: Howard M. Keeper  
Authorized Representative

Title: Member manager

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on August 10, 2006,  
by Howard Keeper, Member Manager of West  
Dundee Development Co., L.L.C., a Nebraska limited liability company, on behalf of the  
company.



Janet Pacula Roos  
Notary Public

