

PERMANENT EASEMENT

THIS AGREEMENT, made this 30th day of November, 2017, between LANOHA PACIFIC INC., a domestic corporation ("Grantor") and the 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 gas and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, and pipeline markers together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Multiple tracts of land in Blue Sage Creek, a subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and more particularly described as follows:

1. The Northerly five feet (5') of Lots 12 through 16 as they abut the South right of way line of E Street;
2. The Northerly five feet (5') of Lots 19 through 22 as they abut the South right of way line of E Street;
3. The Easterly five feet (5') of Lots 32 through 35 and the Southerly five feet (5') of Outlot D as they abut the West and North right of way line of South 213th Avenue;

Please file & return to:

Mark Mendenhall, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

4. The Easterly five feet (5') of Lots 37 through 40 and Outlot I as they abut the West right of way line of South 213th Street;
5. The Southerly five feet (5') of Lots 41 through 46 as they abut the North right of way line of C Street;
6. The Easterly five feet (5') of Lots 48 through 53 as they abut the West right of way line of South 212th Street;
7. The Easterly five feet (5') of Lots 65 and 66 as they abut the West right of way line of South 213th Street;
8. The Northerly five feet (5') of Lots 76 through 102, Outlot G and Outlot H as they abut the South right of way line of B Street;
9. The Westerly five feet (5') of Lots 103 and 108 as they abut the East right of way line of South 210th Avenue;
10. The Westerly five feet (5') of Lot 113 as it abuts the East right of way line of South 211th Street and the Southerly five feet (5') of Lot 114 as it abuts the North right of way line of Grover Street;
11. The Northerly five feet (5') of Lots 135 and 136 as they abut the South right of way line of Blue Sage Drive;
12. The Westerly five feet (5') of Lot 142 as it abuts the East right of way line of South 215th Street;
13. The Northerly five feet (5') of Lots 144 through 154 and the Westerly five feet (5') of Lots 155 through 158 as they abut the South and East right of way line of A Street;
14. The Northerly and Westerly five feet (5') of Lots 149 through 158 as they abut the South and East right of way line of A Street;
15. The Northerly five feet (5') of Lots 171 through 174 as they abut the South right of way line of Grover Street;
16. The Easterly five feet (5') of Lots 177 through 180 as they abut the West right of way line of South 214th Street;

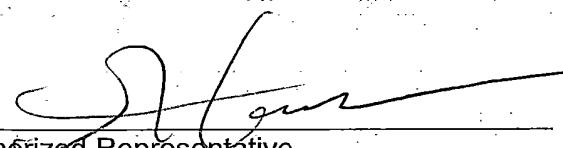
17. The Westerly five feet (5') of Lots 185 through 189 as they abut the East right of way line of South 215th Street;
18. The Northerly five feet (5') of Lots 209 through 215 as they abut the South right of way line of Grover Street.

This permanent easement is generally shown on the drawings attached hereto and made a part hereof by this 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.
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 LANOHA PACIFIC INC.

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

LANOHA PACIFIC INC., Grantor

By: 
Authorized Representative

David F. Lanoha
Printed Name

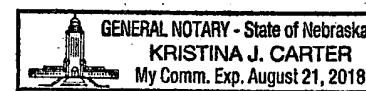
President
Title

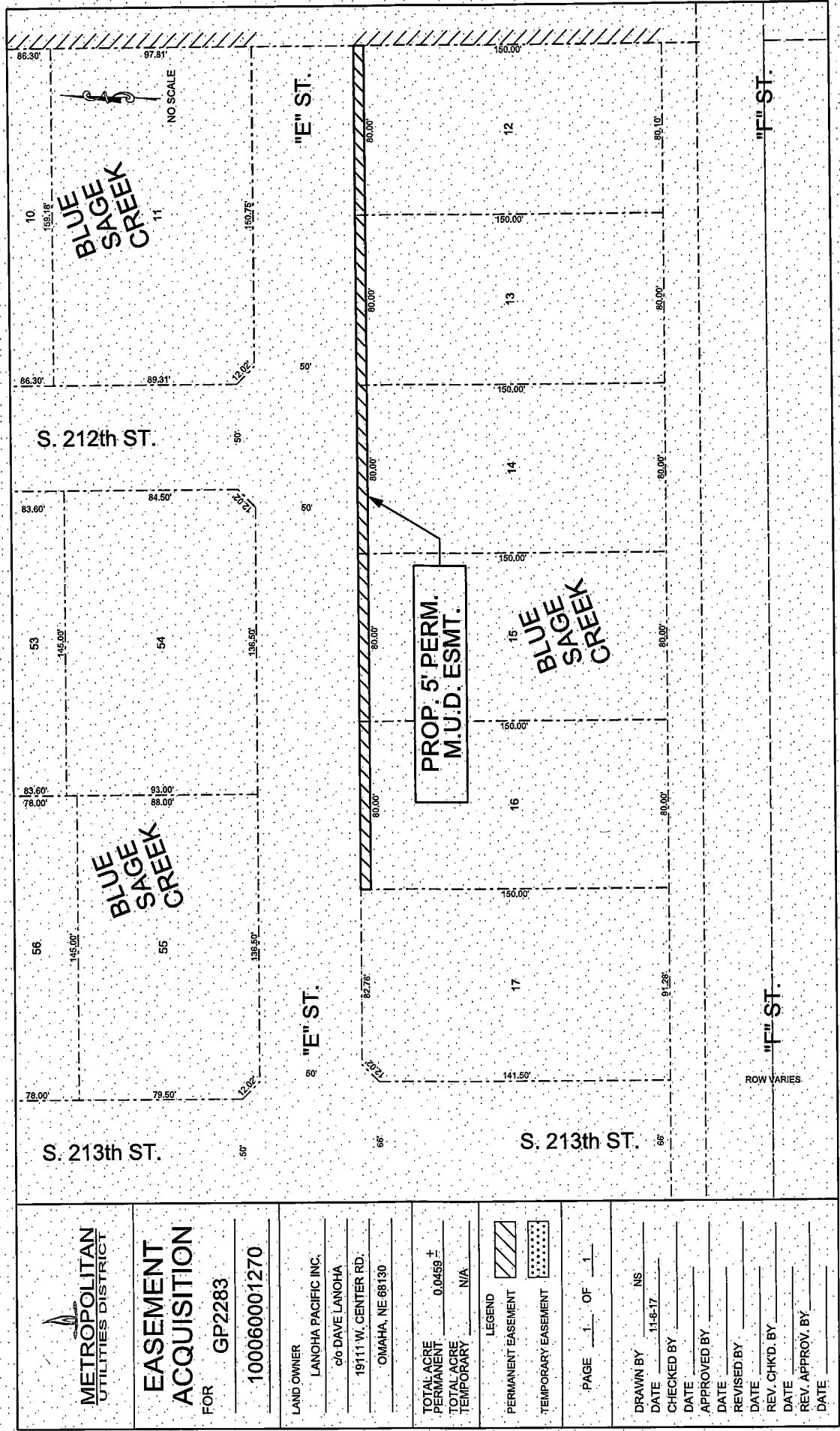
ACKNOWLEDGMENT

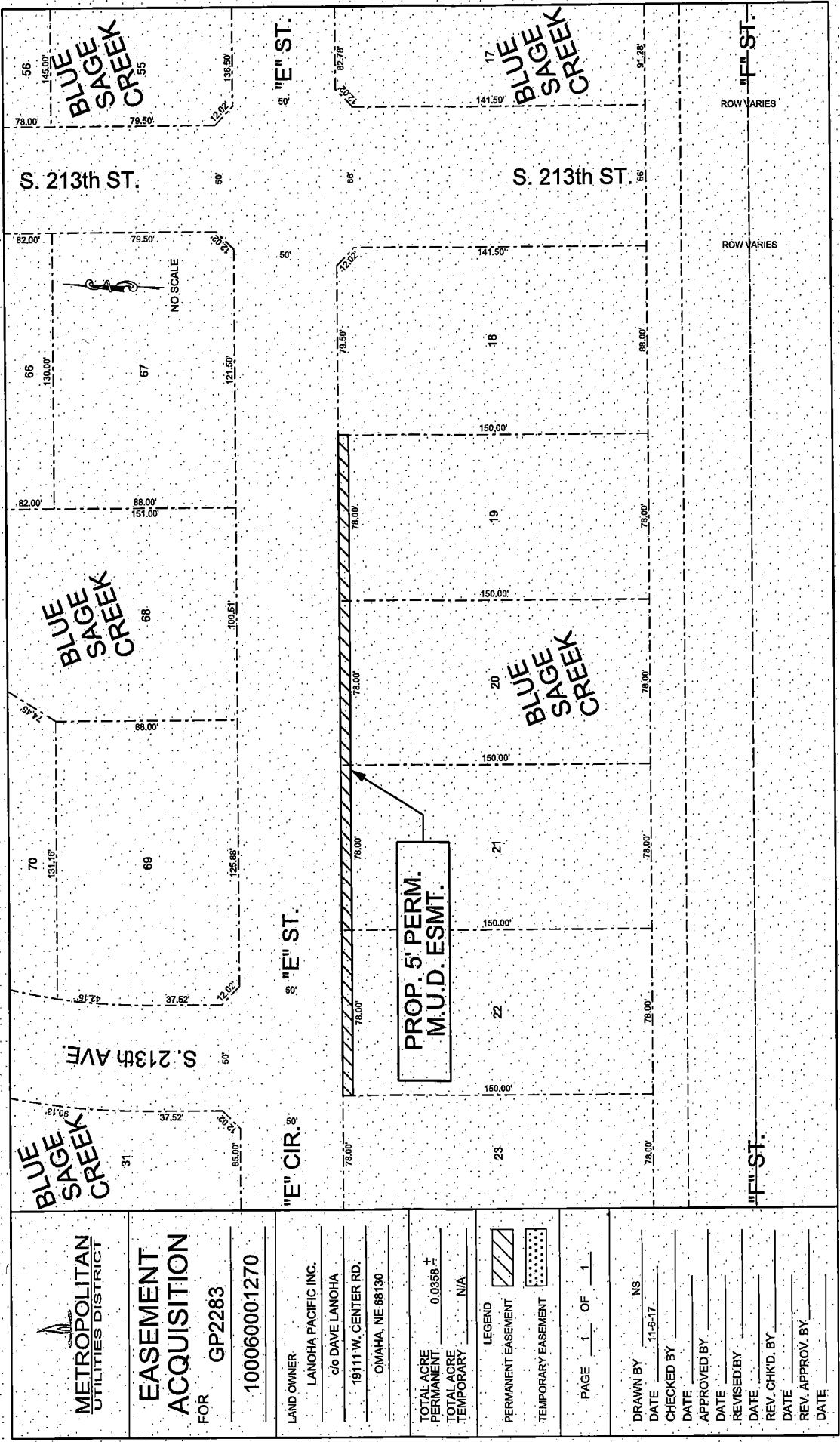
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

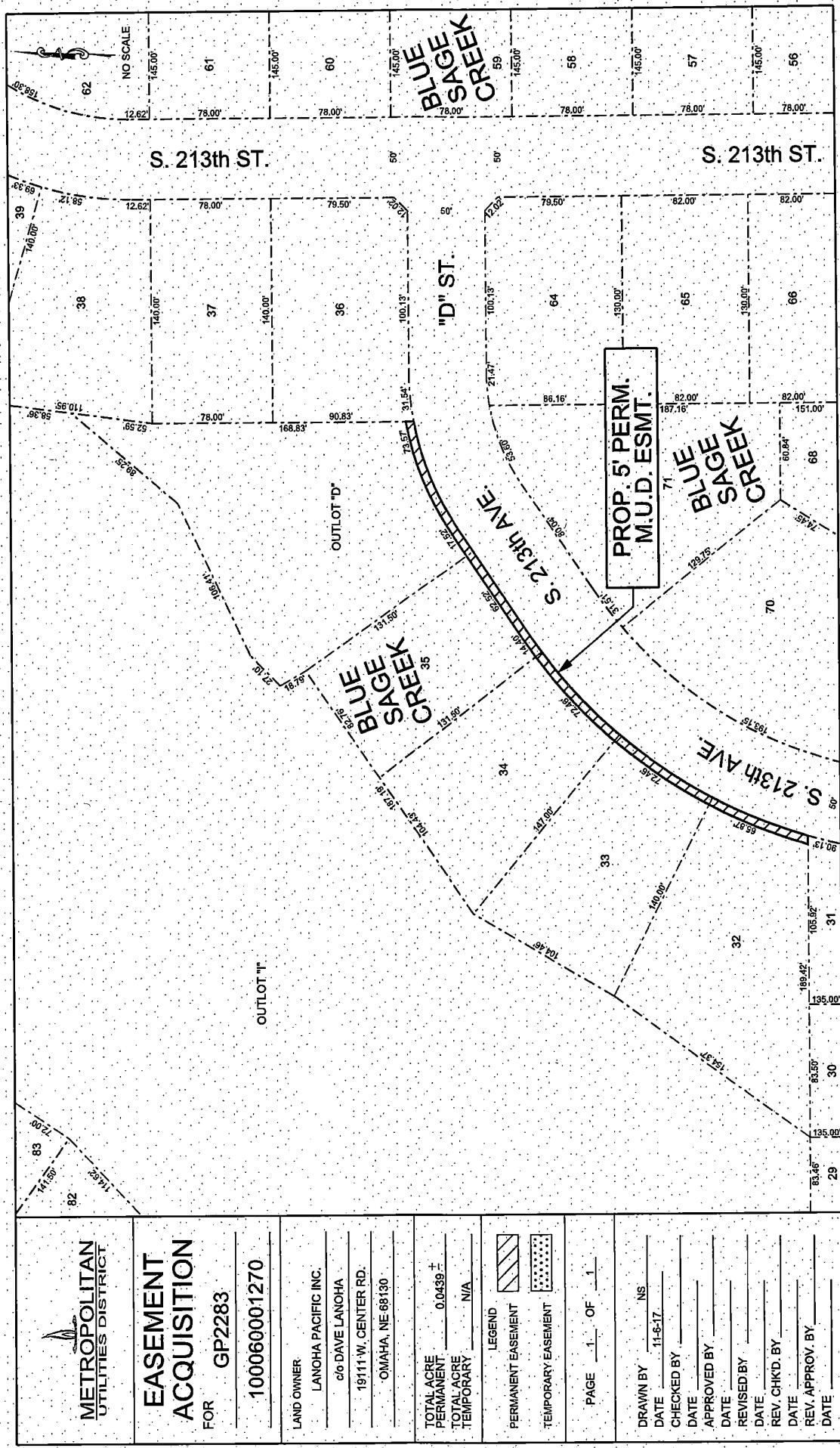
This instrument was acknowledged before me on November 30, 2017,
by DAVIA F. LANOHA, President of LANOHA
PACIFIC INC., on behalf of the corporation.

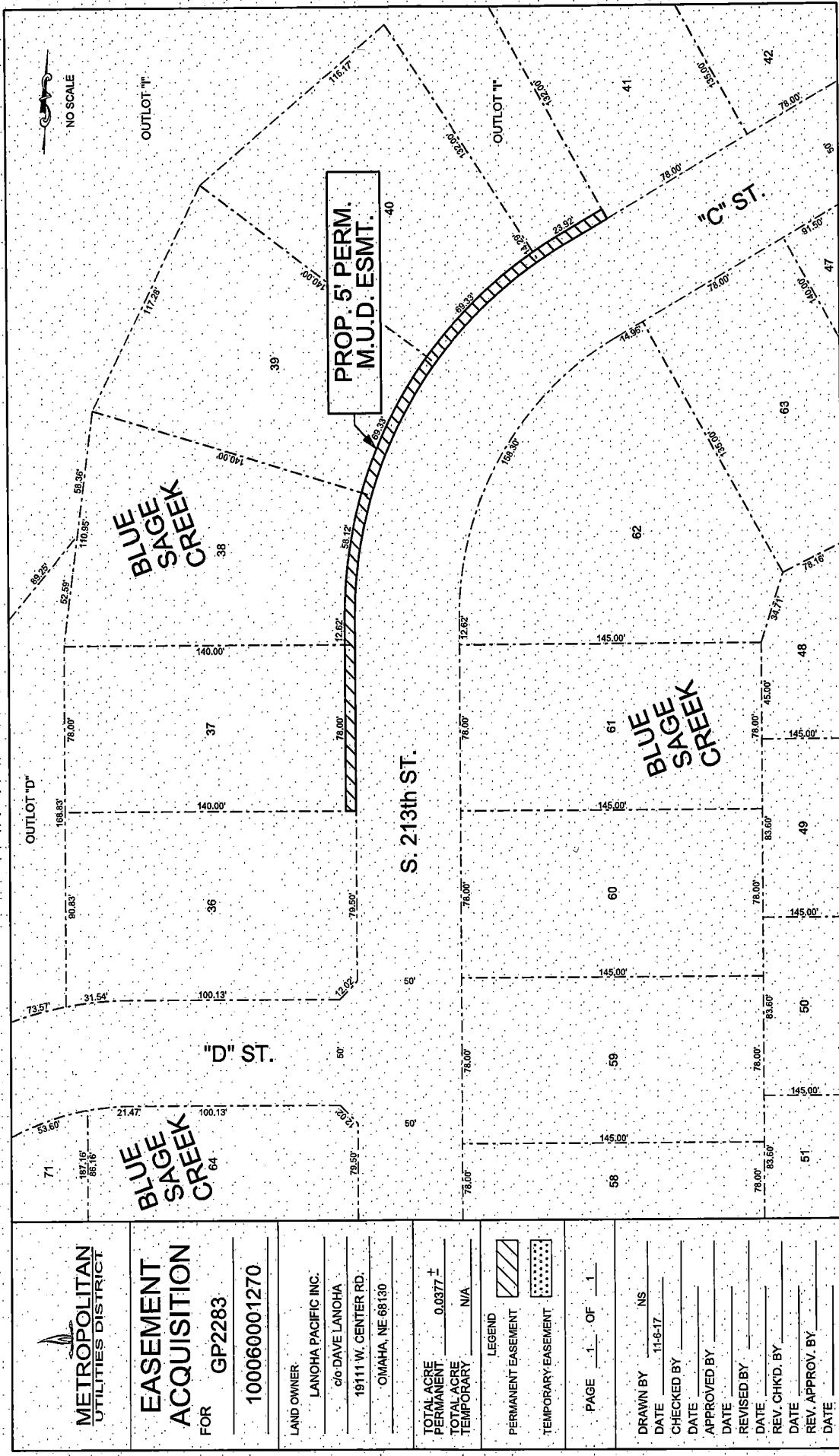
Kristina J. Carter
Notary Public

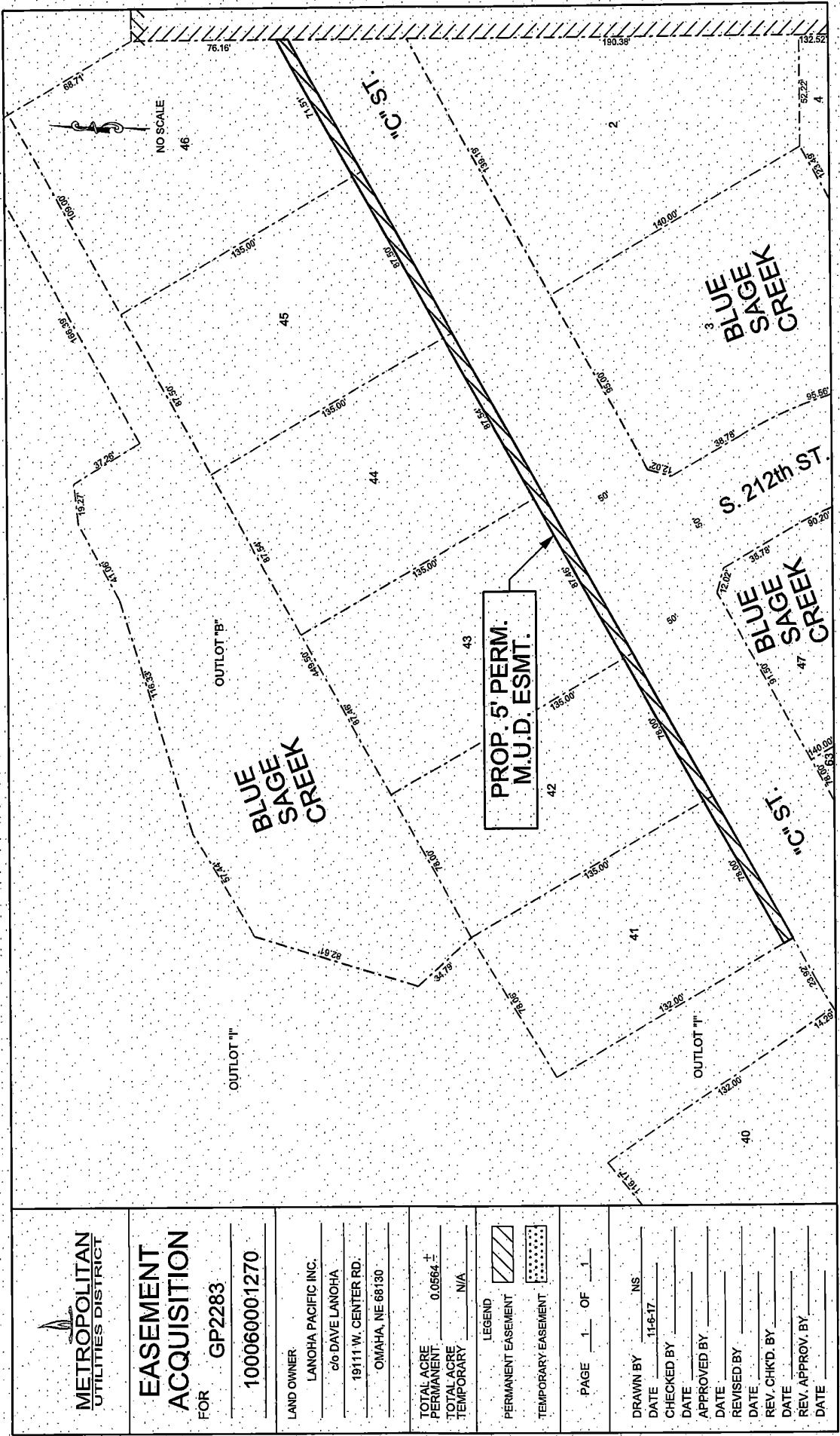


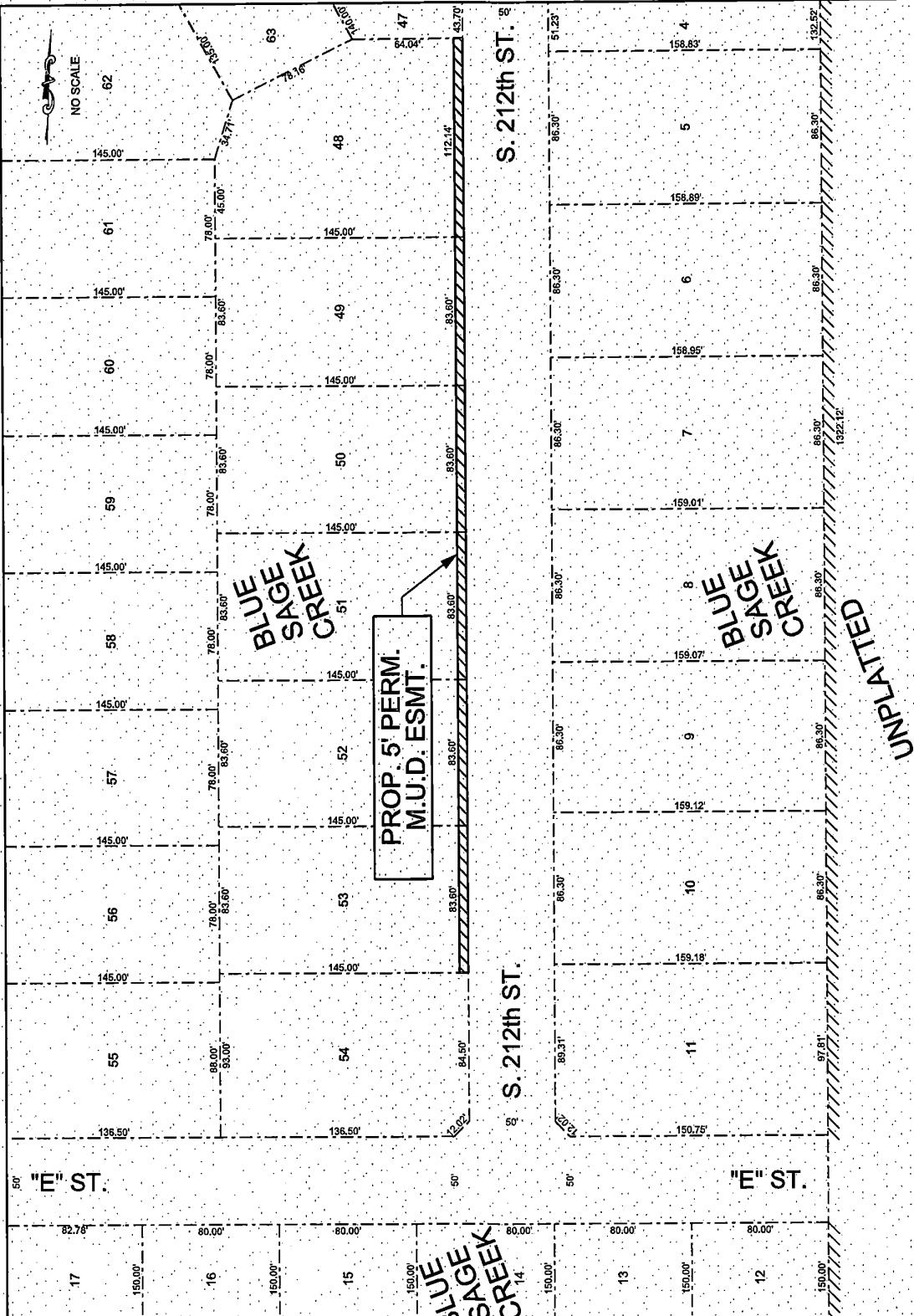


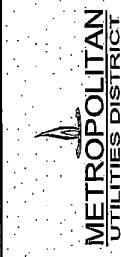








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|  METROPOLITAN UTILITIES DISTRICT | |
| EASEMENT ACQUISITION FOR GP2283 100060001270 | |
| LAND OWNER LANOHA PACIFIC INC. c/o DAVE LANOHA 1911 W. CENTER RD. OMAHA, NE 68130 | |
| TOTAL ACREAGE PERMANENT <u>0.0638</u> TEMPORARY <u>N/A</u> | |
| LEGEND  PERMANENT EASEMENT  TEMPORARY EASEMENT | |
| PAGE <u>1</u> OF <u>1</u> | |
| DRAWN BY <u>NS</u> DATE <u>11-6-17</u> CHECKED BY _____ APPROVED BY _____ DATE _____ REVISED BY _____ DATE _____ REV. APPROV. BY _____ DATE _____ REV. APPROV. BY _____ DATE _____ | |
|  <p>The site plan illustrates the acquisition of an easement along S. 212th ST. and S. 212h ST. between "E" ST. and "F" ST. The easement area is labeled "PROP. 5' PERM. M.U.D. ESMT." and is bounded by "BLUE SAGE CREEK". The plan shows various property lines and dimensions, including 145.00' widths for some lots and 136.50' for others. The "E" ST. and "F" ST. labels are positioned at the bottom of the plan.</p> | |



**EASEMENT
ACQUISITION
FOR GP2283**

100060001270

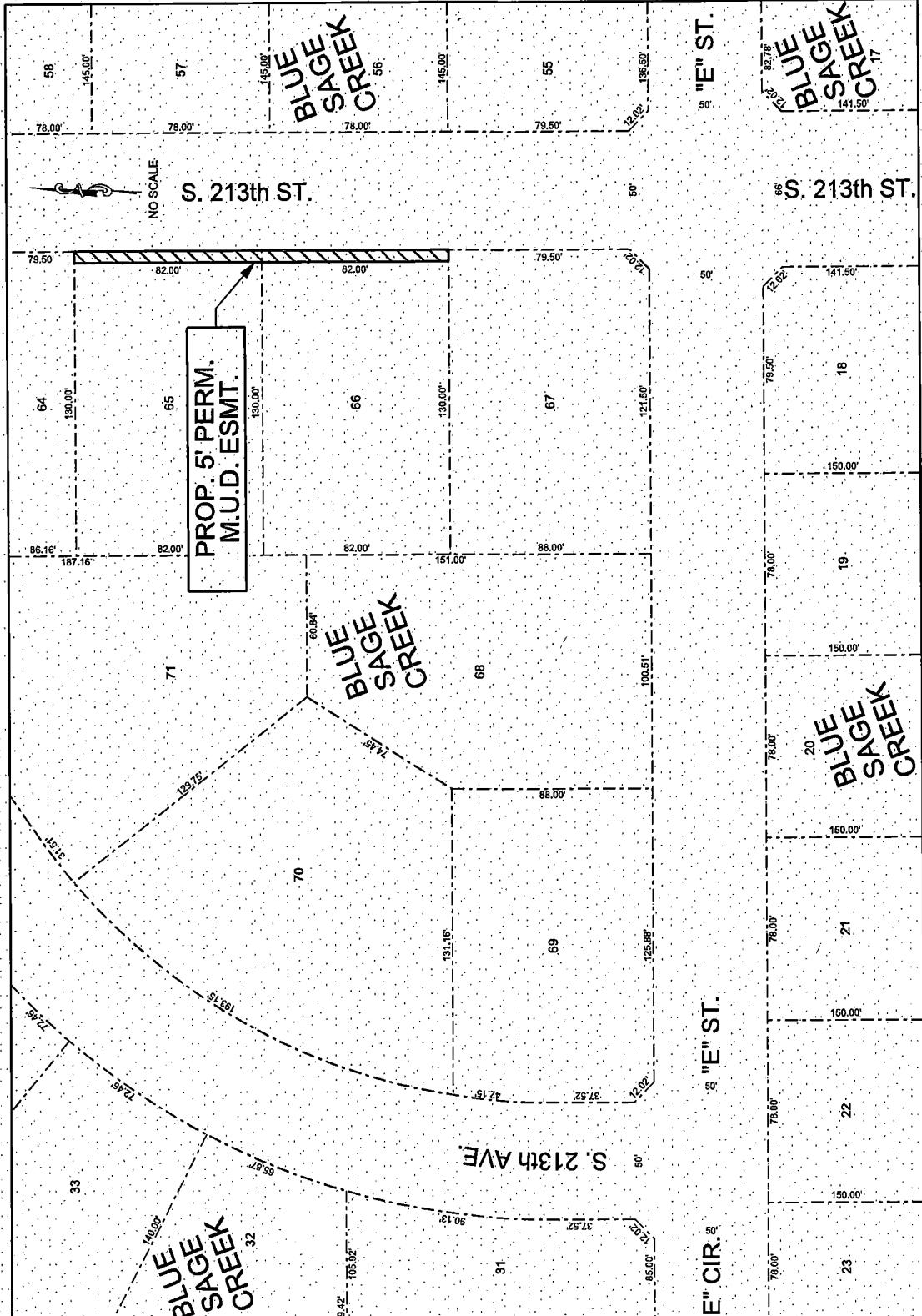
LAND OWNER
LANOHA PACIFIC INC.
c/o DAVE LANOHA
19111 W. CENTER RD.
OMAHA, NE 68130

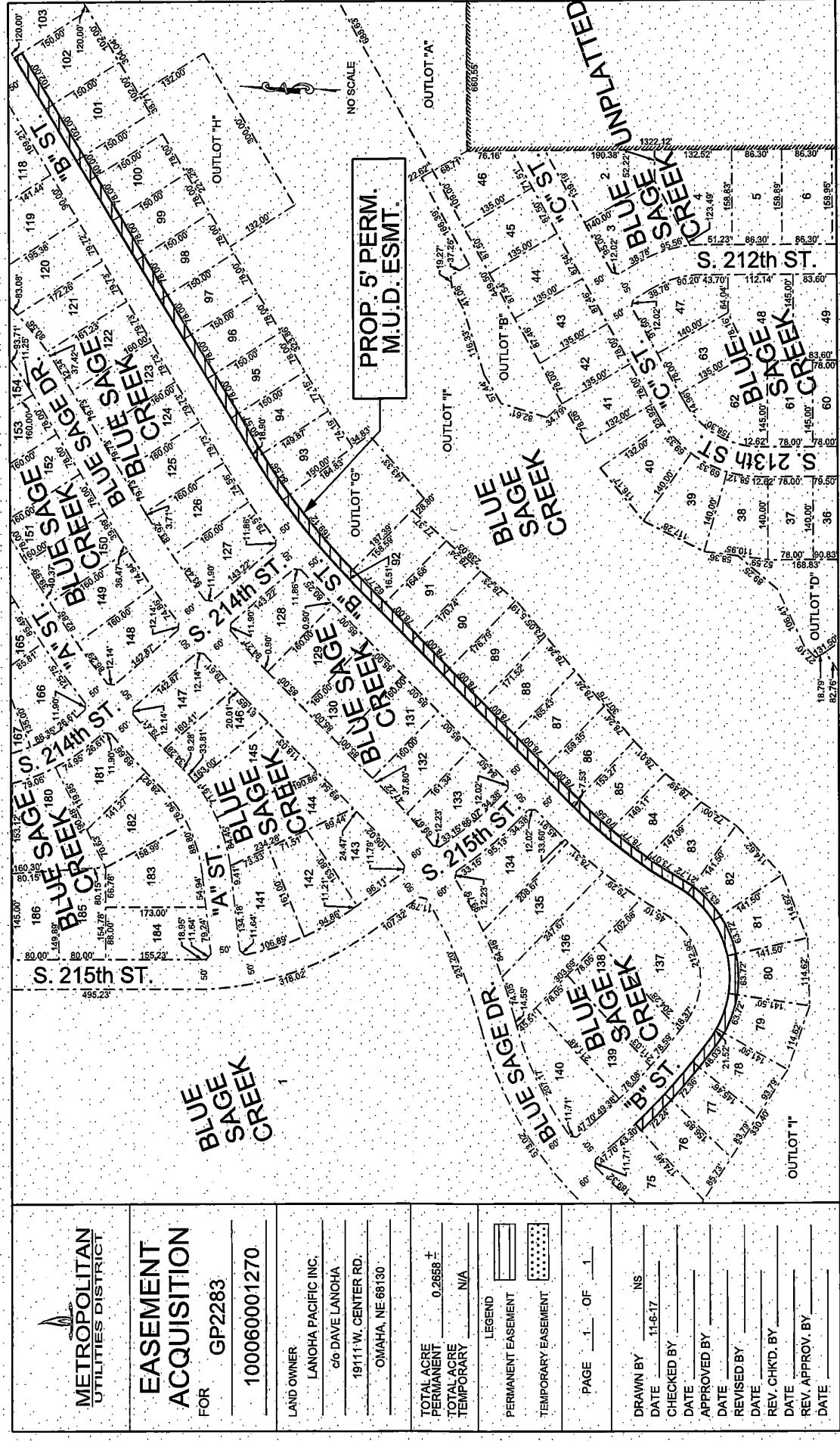
TOTAL ACRE
PERMANENT 0.0188
TOTAL ACRE
TEMPORARY N/A
N/A

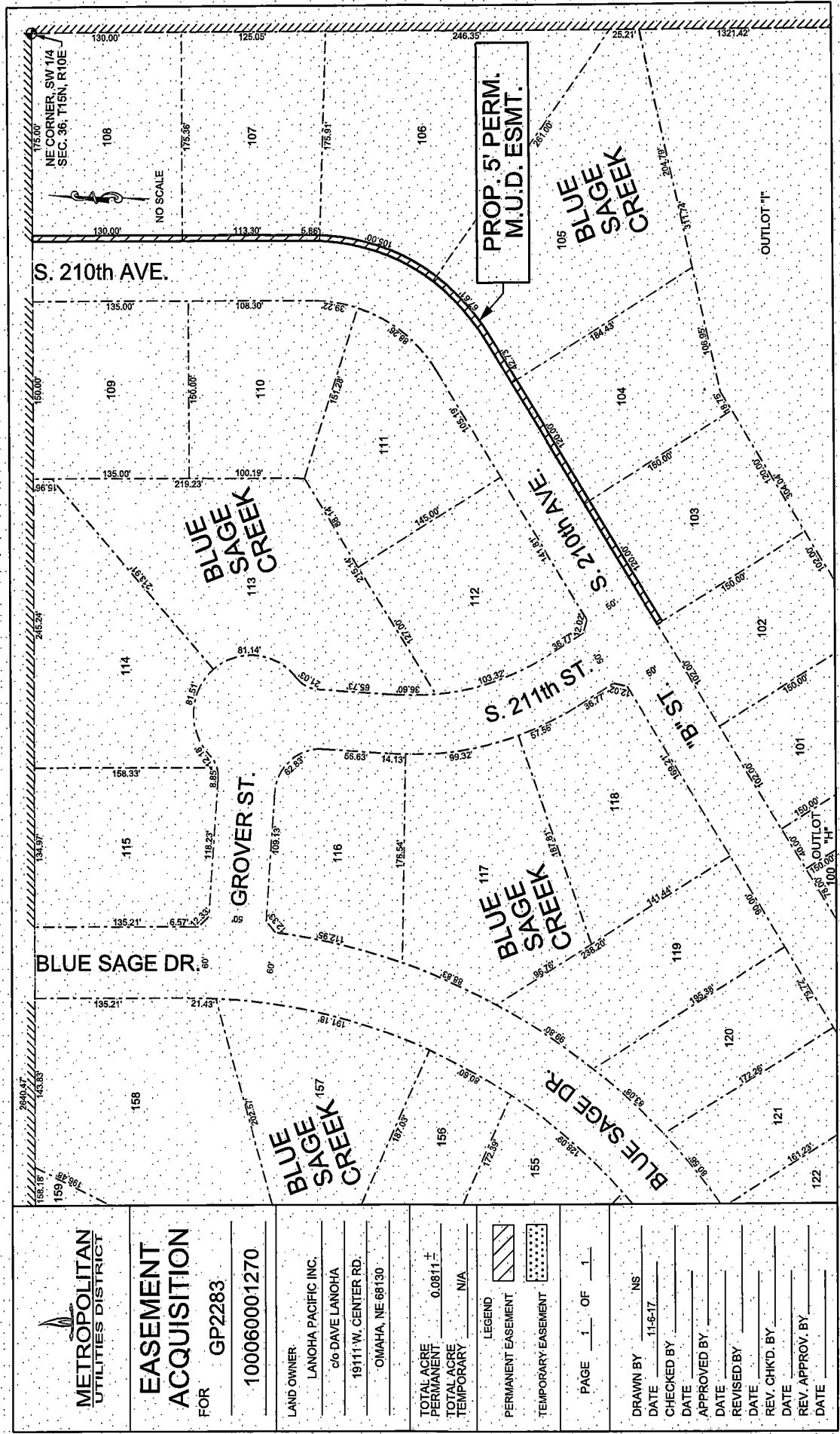
LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

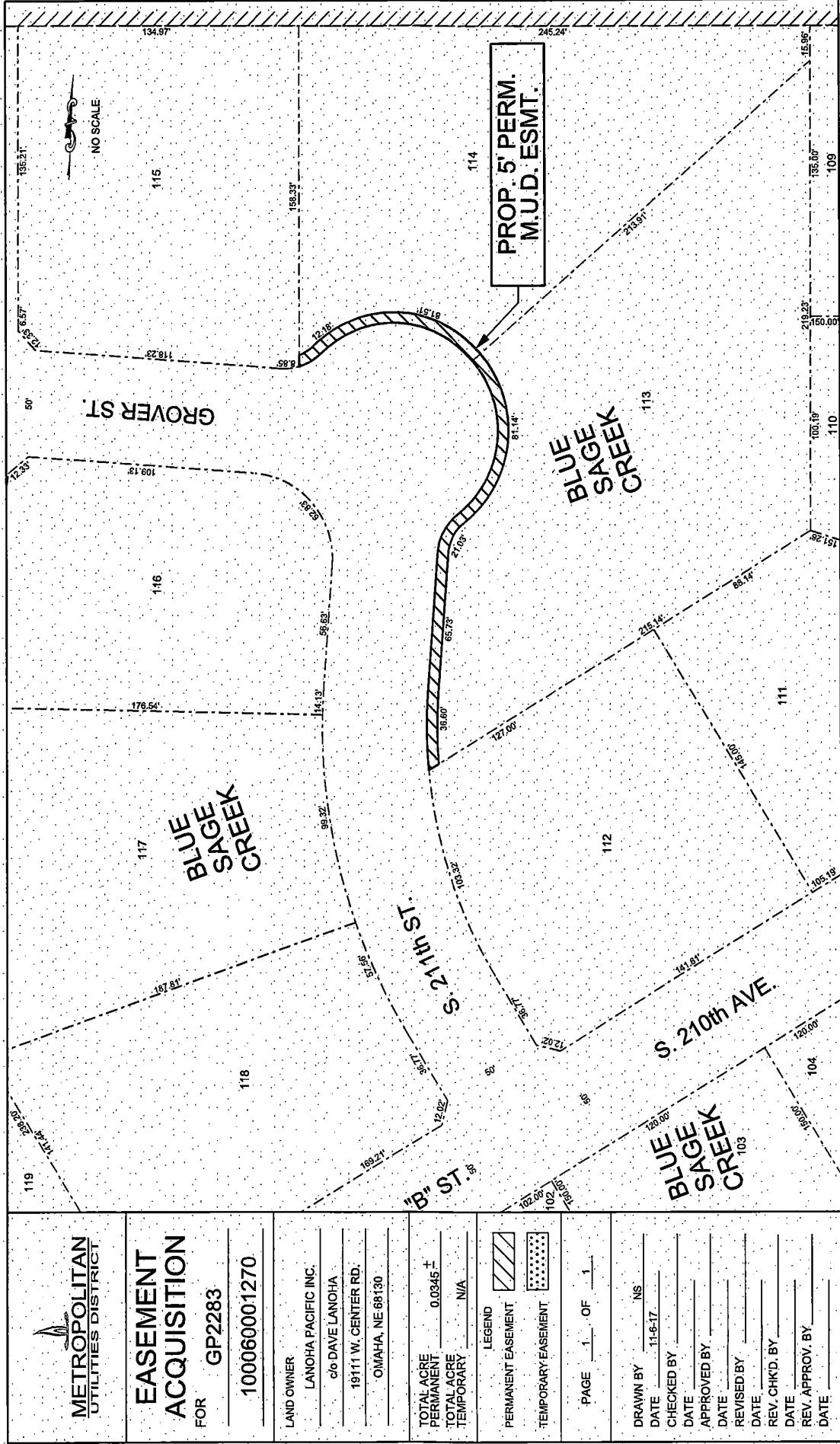
PAGE 1 OF 1

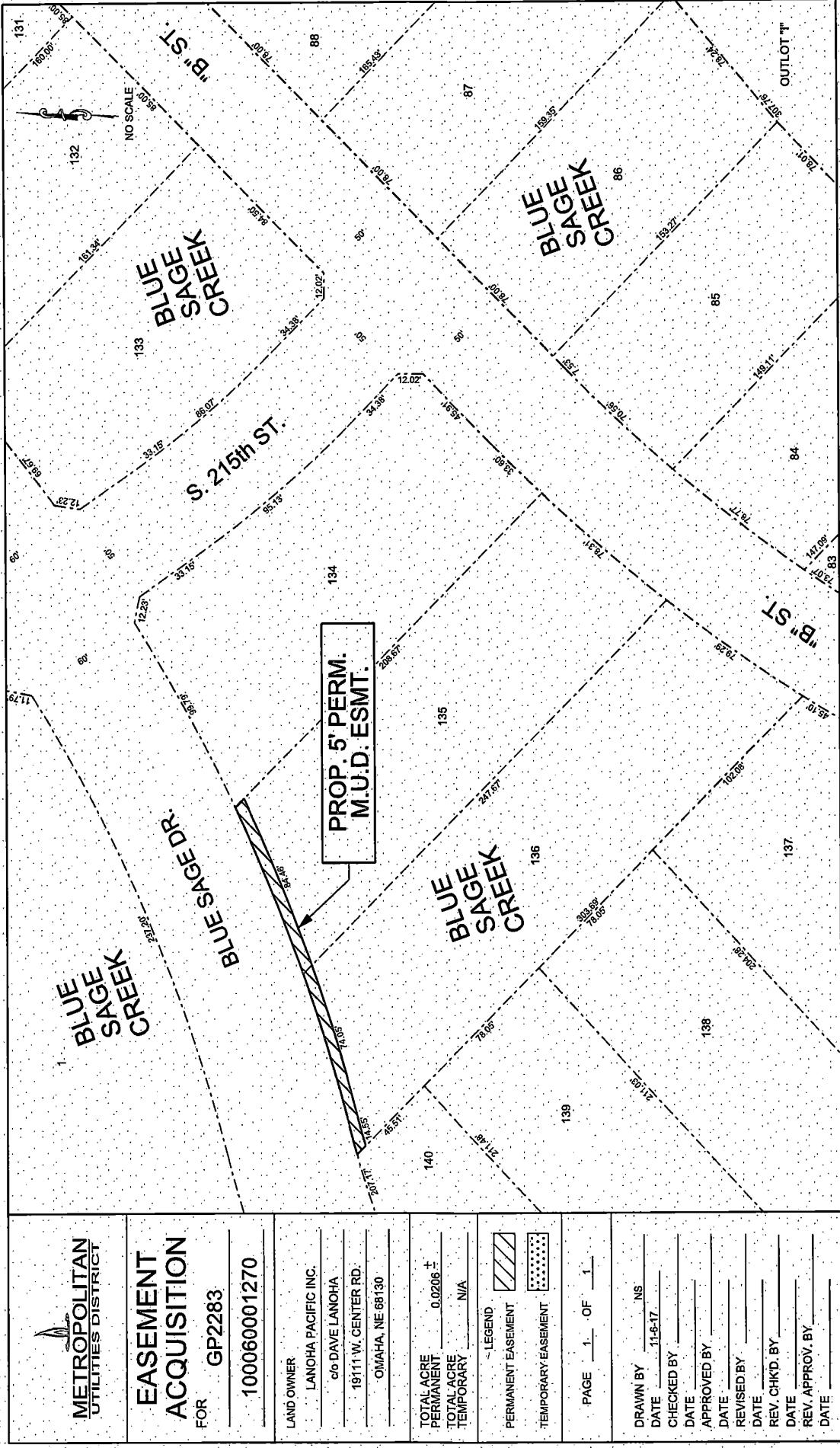
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DATE 11-6-17
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APPROVED BY _____
DATE _____
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DATE _____
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DATE _____
REV. APPROV. BY _____
DATE _____

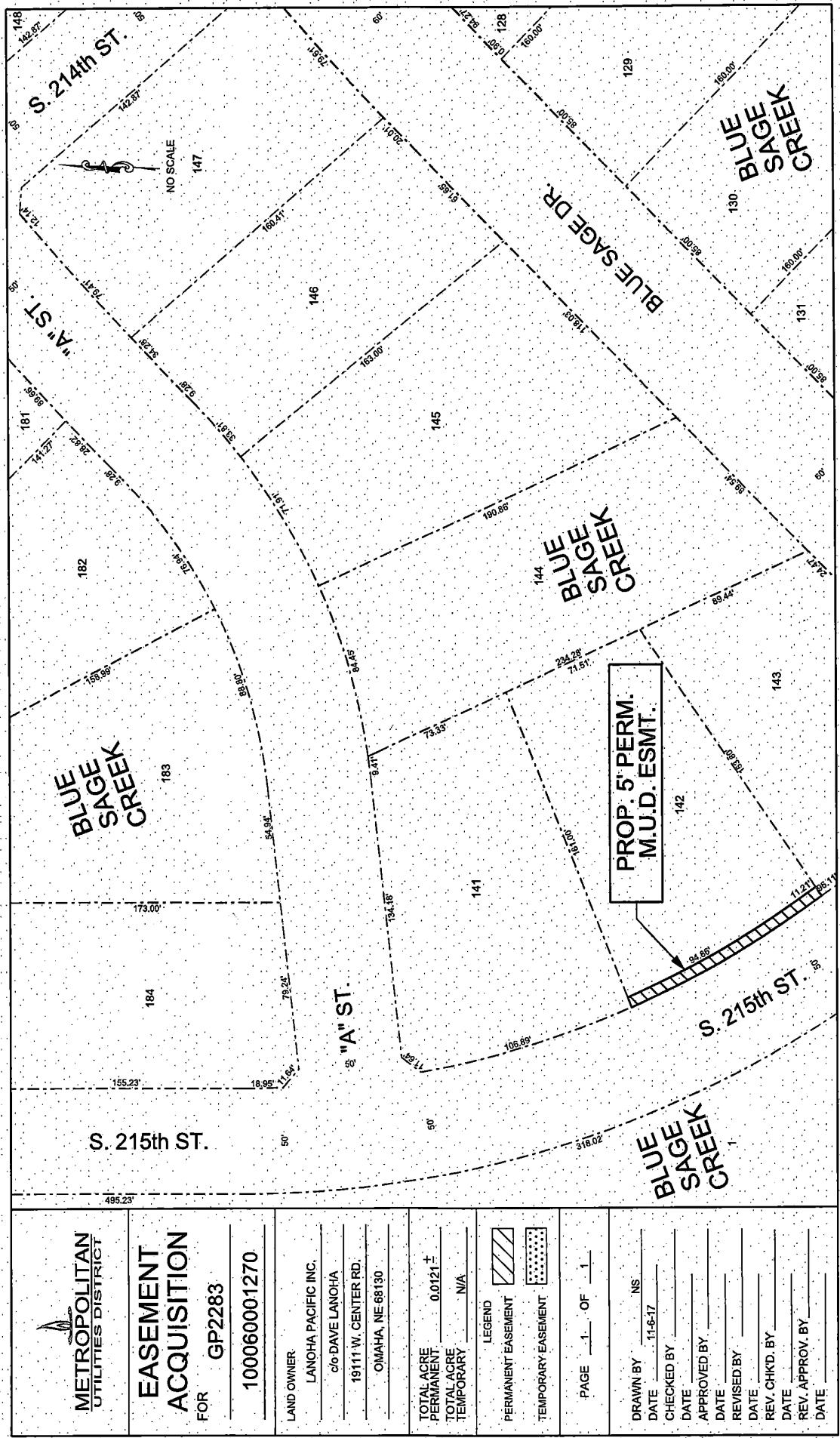


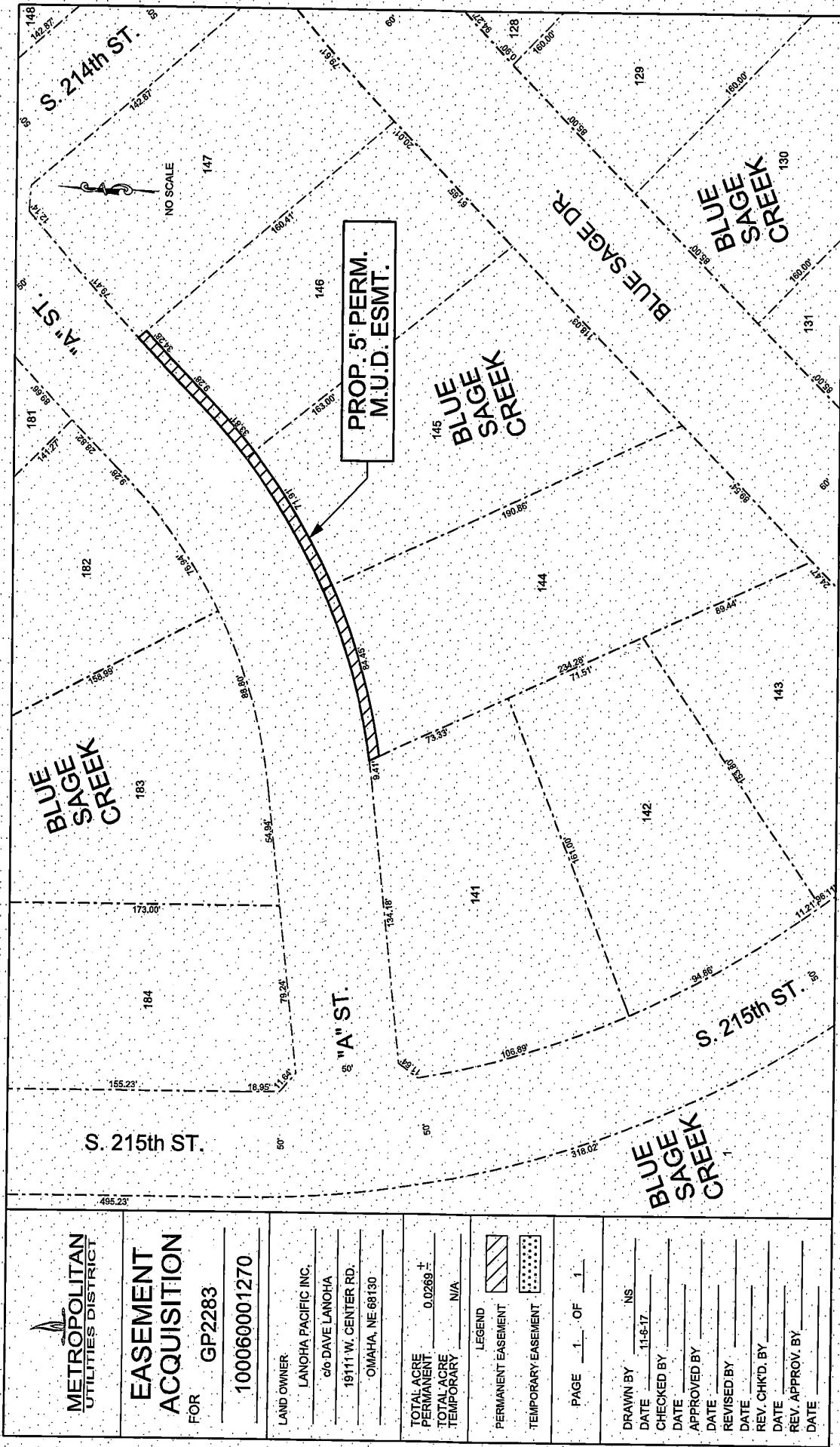


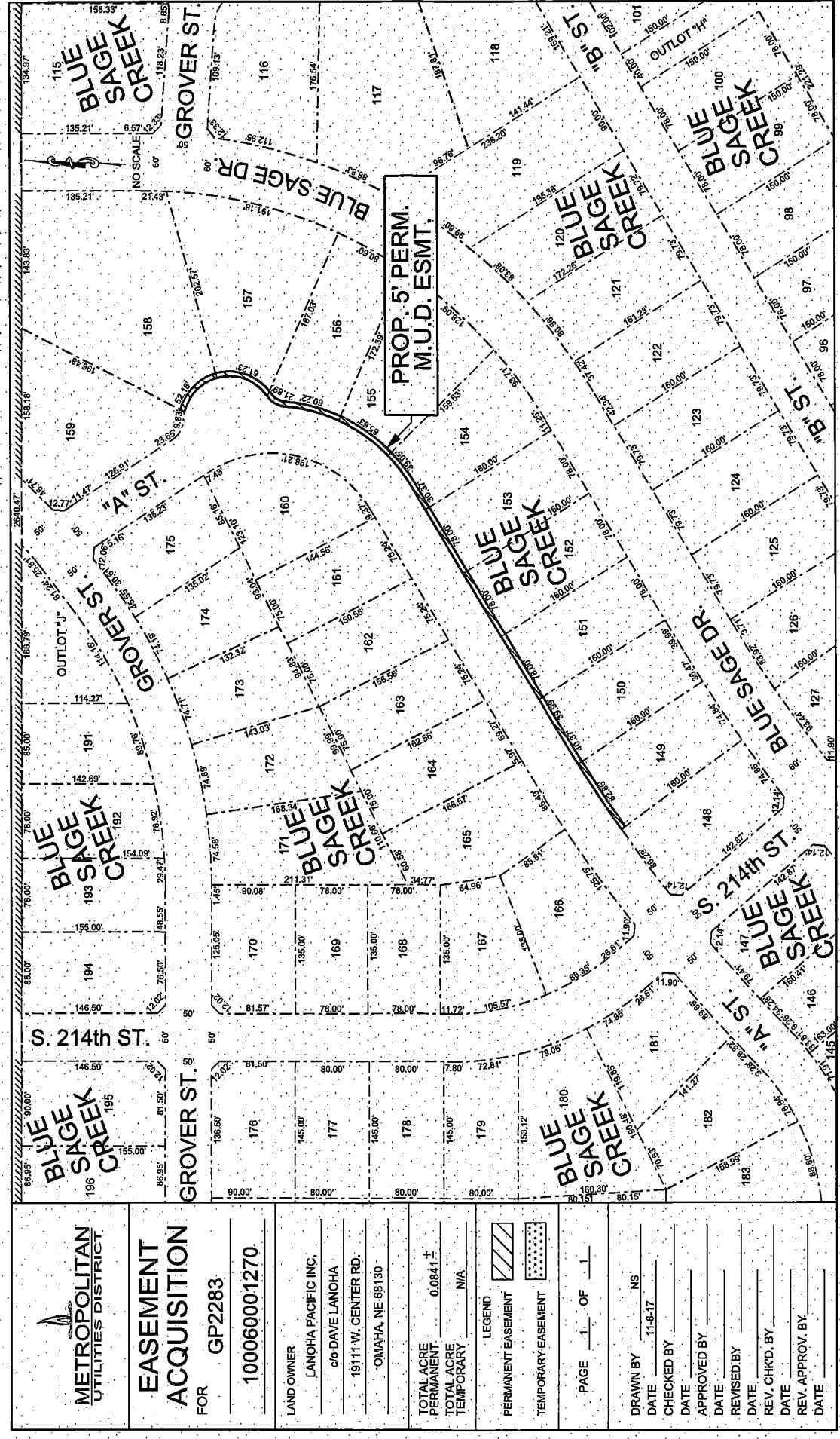


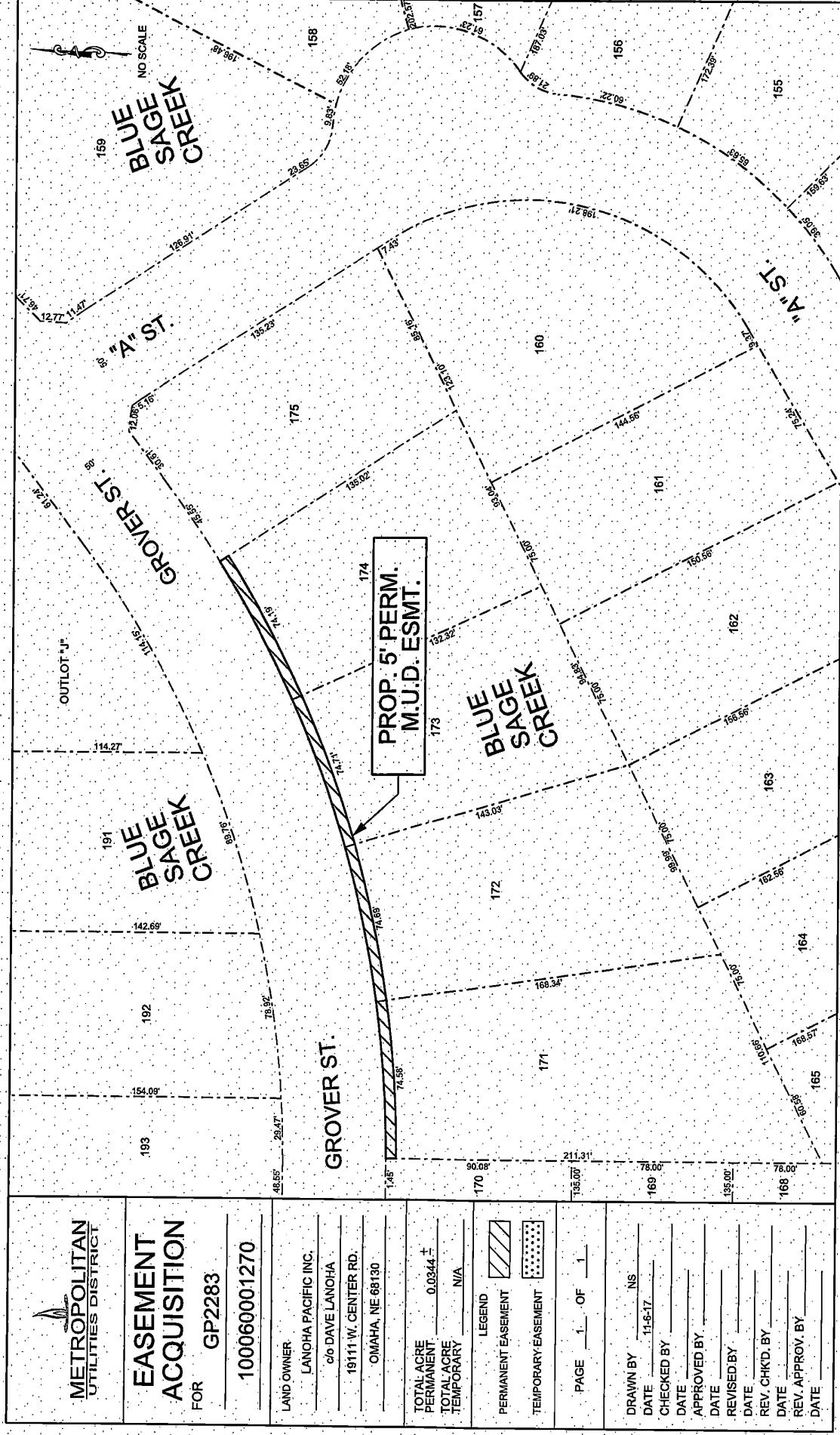






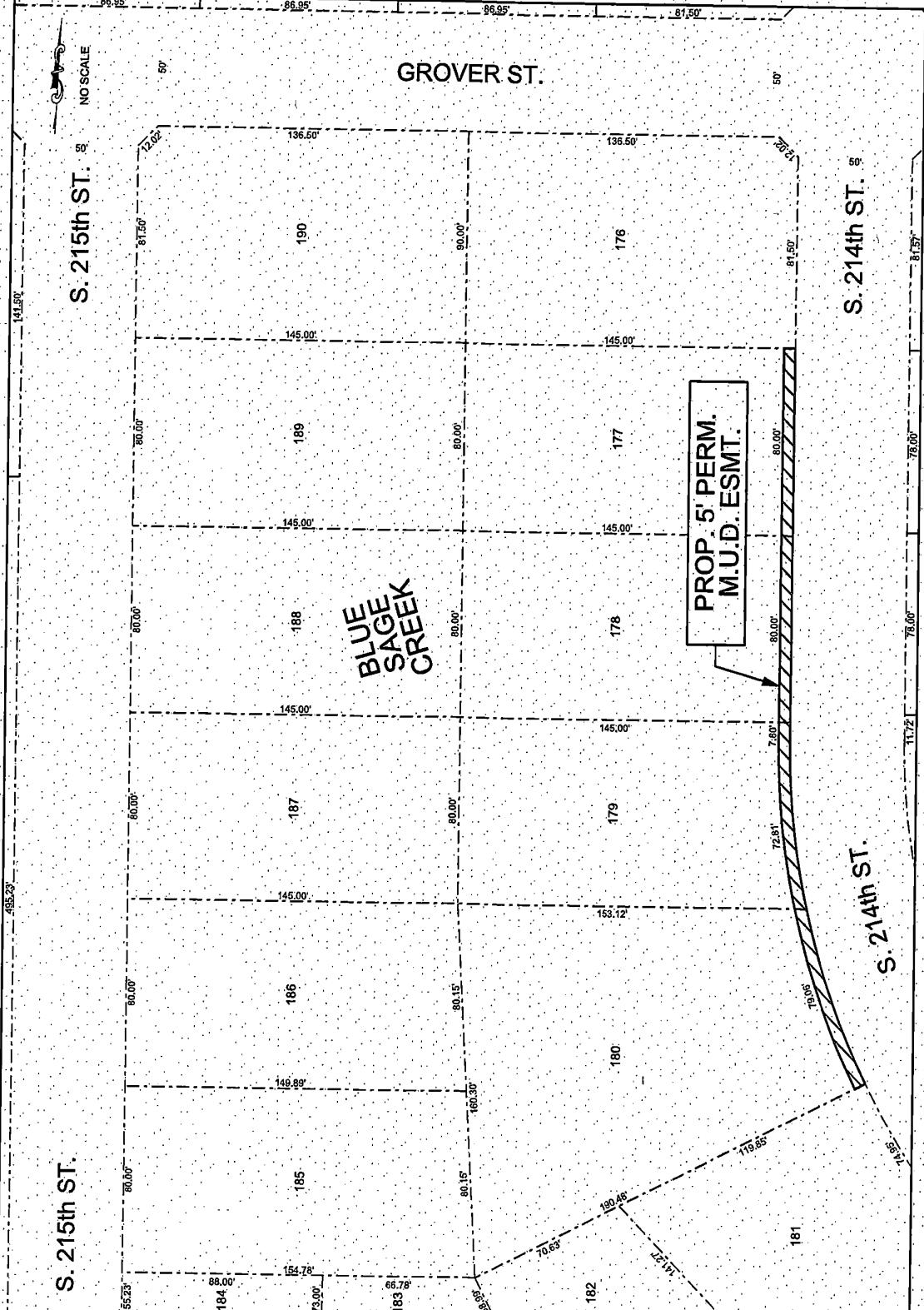






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|  METROPOLITAN UTILITIES DISTRICT | |
| EASEMENT ACQUISITION | |
| FOR | GP2283 |
| 100060001270 | |
| LAND OWNER LANOMA PACIFIC INC. c/o DAVE LANOMA 19111 W. CENTER RD. OMAHA, NE 68130 | |
| TOTAL ACREAGE PERMANENT 0.0368 ± TOTAL ACREAGE TEMPORARY N/A | |
| LEGEND PERMANENT EASEMENT  TEMPORARY EASEMENT  | |
| PAGE | 1 OF 1 |
| DRAWN BY | NS |
| DATE | 11-6-17 |
| CHECKED BY | |
| DATE | |
| APPROVED BY | |
| DATE | |
| REVISED BY | |
| DATE | |
| REV. CHKD. BY | |
| DATE | |
| REV. APPROV. BY | |
| DATE | |

GROVER ST.



S. 215th ST.

S. 214th ST.

**PROP. 5' PERM.
M.U.D. ESMT.**



EASEMENT ACQUISITION

FOR GP2283

100060001270

LAND OWNER

LANOHA PACIFIC INC.
c/o DAVE LANOHA
19111 W. CENTER RD.
OMAHA, NE 68130

TOTAL ACRE
PERMANENT

0.0459⁺

TOTAL ACRE
TEMPORARY

N/A

LEGEND

PERMANENT EASEMENT

TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY NS

DATE 11-6-17

CHECKED BY _____

DATE _____

APPROVED BY _____

DATE _____

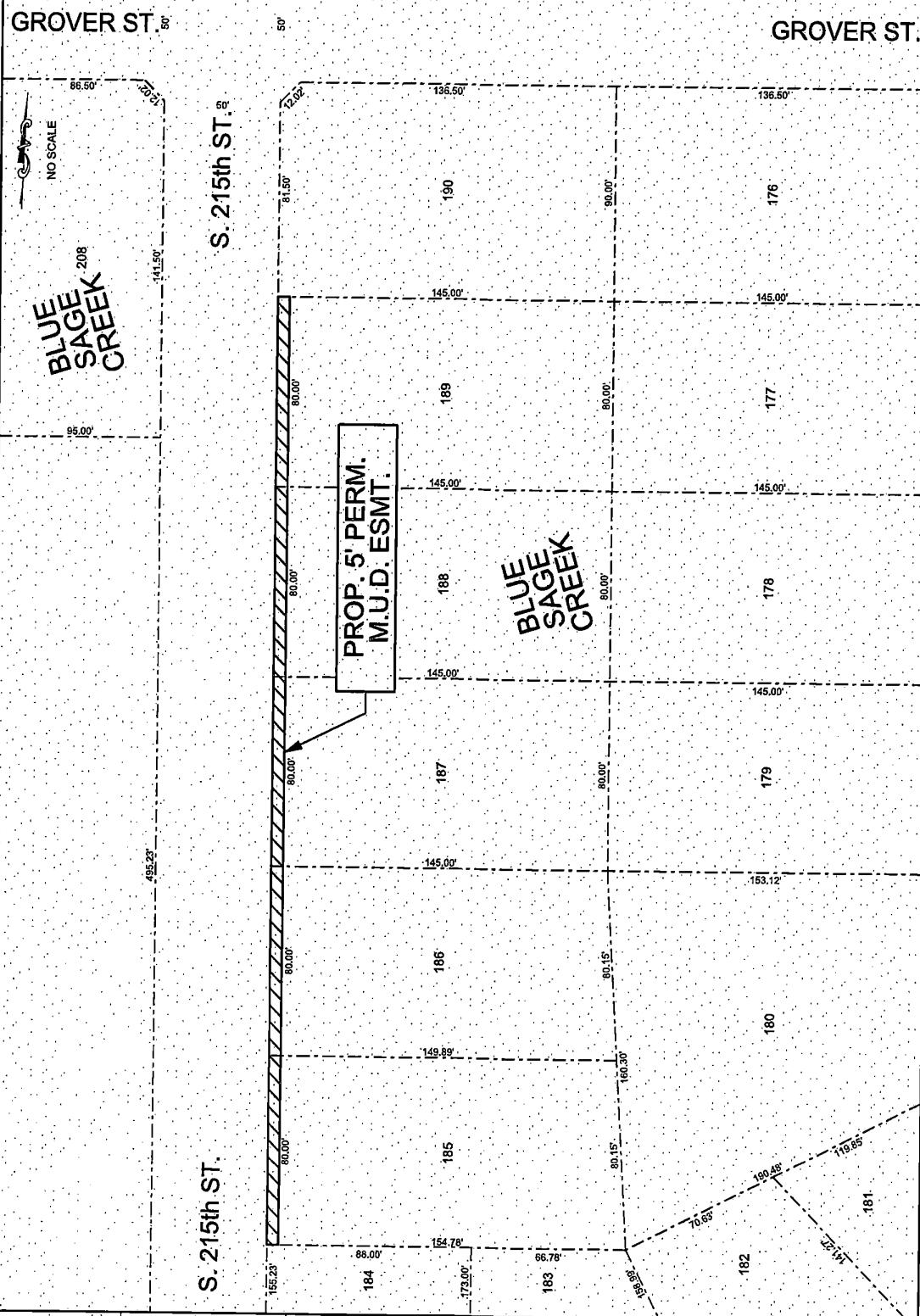
REVISED BY _____

DATE _____

REV. CHKD. BY _____

DATE _____

REV. APPROV. BY _____
DATE _____



METROPOLITAN
UTILITIES DISTRICT

**EASEMENT
ACQUISITION**

FOR GP2283

100060001270

LAND OWNER:

LANOHA PACIFIC INC.
c/o DAVE LANOHA

19111 W. CENTER RD.

OMAHA, NE 68130

TOTAL ACRE
PERMANENT 0.0760 ±
TOTAL ACRE
TEMPORARY N/A

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY NS DATE 11-6-17
CHECKED BY DATE
APPROVED BY DATE
REVISED BY DATE
REV. CHKD. BY DATE
REV. APPROV. BY DATE

TRAIL RIDGE
RANCHES

UNPLATTED

3419

S. 217th ST.

