

COUNTER Ch G.E. Ch
 VERIFY Ch D.E. Ch
 PROOF _____
 FEES \$ 15.50
 CHECK # 714 118
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____

FILED, SARPY CO. NE
 INSTRUMENT NUMBER
200-29943
 2008 OCT 30 AM 11:01
Lawrence Gene Iske
 REGISTER OF DEEDS

PERMANENT EASEMENT

THIS AGREEMENT, made this 22nd day of October, 2008 between LAWRENCE GENE ISKE, TRUSTEE OF THE LAWRENCE ISKE REVOCABLE TRUST ("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, 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:

PERMANENT EASEMENT

A tract of land in the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 15, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska and described as follows:

The northerly forty feet (40') of the easterly forty feet (40') of Tax Lot 2B as it abuts the right-of-way of Williamsburg Drive.

This permanent easement contains 0.037 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by 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.
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 trust.

EPK
 Please file & return to:
 Susan E. Prazan
 Metropolitan Utilities District
 1723 Harney Street
 Omaha, Nebraska 68102-1960

A

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

LAWRENCE GENE ISKE, TRUSTEE OF THE LAWRENCE ISKE REVOCABLE TRUST, Grantor

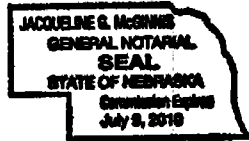
Lawrence Gene Iske
Lawrence Gene Iske, Trustee

ACKNOWLEDGMENT



STATE OF NEBRASKA)
) ss
COUNTY OF SARPY)

This instrument was acknowledged before me on October 22, 2008, by Lawrence Gene Iske, Trustee of the Lawrence Iske Revocable Trust on behalf of the trust.

Jacqueline D. McGinnis
Notary Public



2008-1994 JB

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION FOR WP1033 100055000282	
LAND OWNER LAWRENCE GENE ISKE <i>Trick</i> 1708 HIGHWAY 75 SOUTH BELLEVUE, NEBRASKA 68128 (402) 291-0888	TOTAL ACRE PERMANENT 0.037 ± TOTAL ACRE X ± TEMPORARY
LEGEND  PERMANENT EASEMENT  TEMPORARY EASEMENT	DRAWN BY <u>DDH</u> DATE <u>7-11-08</u> CHECKED BY <u>MGM</u> DATE <u>7-16-08</u> APPROVED BY <u>MGM</u> DATE <u>7-16-08</u> REVISED BY _____ DATE _____ REV. CHK'D. BY _____ DATE _____ REV. APPROV. BY _____ DATE _____

