

COUNTER ah G.E. 50
 VERIFY LM D.E. 50
 PROOF ah
 FEES \$ 1550
 CHECK # 714739
 CHG _____ CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARY CO. NE.
 INSTRUMENT NUMBER
2008-29993
 2008 OCT 31 A 10:45
Sharon J. ...
 REGISTER OF DEEDS

PERMANENT EASEMENT

THIS AGREEMENT, made this 13th day of October, 2008 between EDWARD ROSE DEVELOPMENT COMPANY, L.L.C., a Michigan 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, 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 Colonial Pointe at Fairview, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska and described as follows:

The westerly twenty feet (20') of the easterly fifty-eight feet (58') of Lot 2 as it abuts the westerly boundary of the existing Northern Natural Gas pipeline easement.

This permanent easement contains 0.143 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.
4. The person executing this instrument has authority to execute it on behalf of the limited liability company.

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

R.R

Please file & return to:

Susan E. Prazan
 Metropolitan Utilities District
 1723 Harney Street
 Omaha, Nebraska 68102-1960

A

EDWARD ROSE DEVELOPMENT
COMPANY, L.L.C.
a Michigan limited liability company

By: Warren Rose
Warren Rose

Its: Managing Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

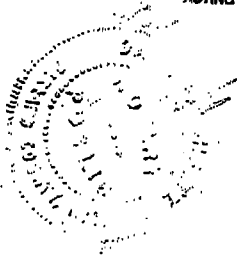
On this 13 day of October, 2008, before me appeared Warren Rose, to me personally known, who being by me duly sworn did say that he is the Managing Member of Edward Rose Development Company, L.L.C., a Michigan limited liability company, and that the foregoing Permanent Easement was signed on behalf of and as the free act and deed of said limited liability company, and that he has the authority to so bind said limited liability company.

My Commission Expires:

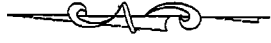
DAWN E. SCHULTZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 26, 2010
ACTING IN COUNTY OF

Dawn E. Schultz
Notary Public

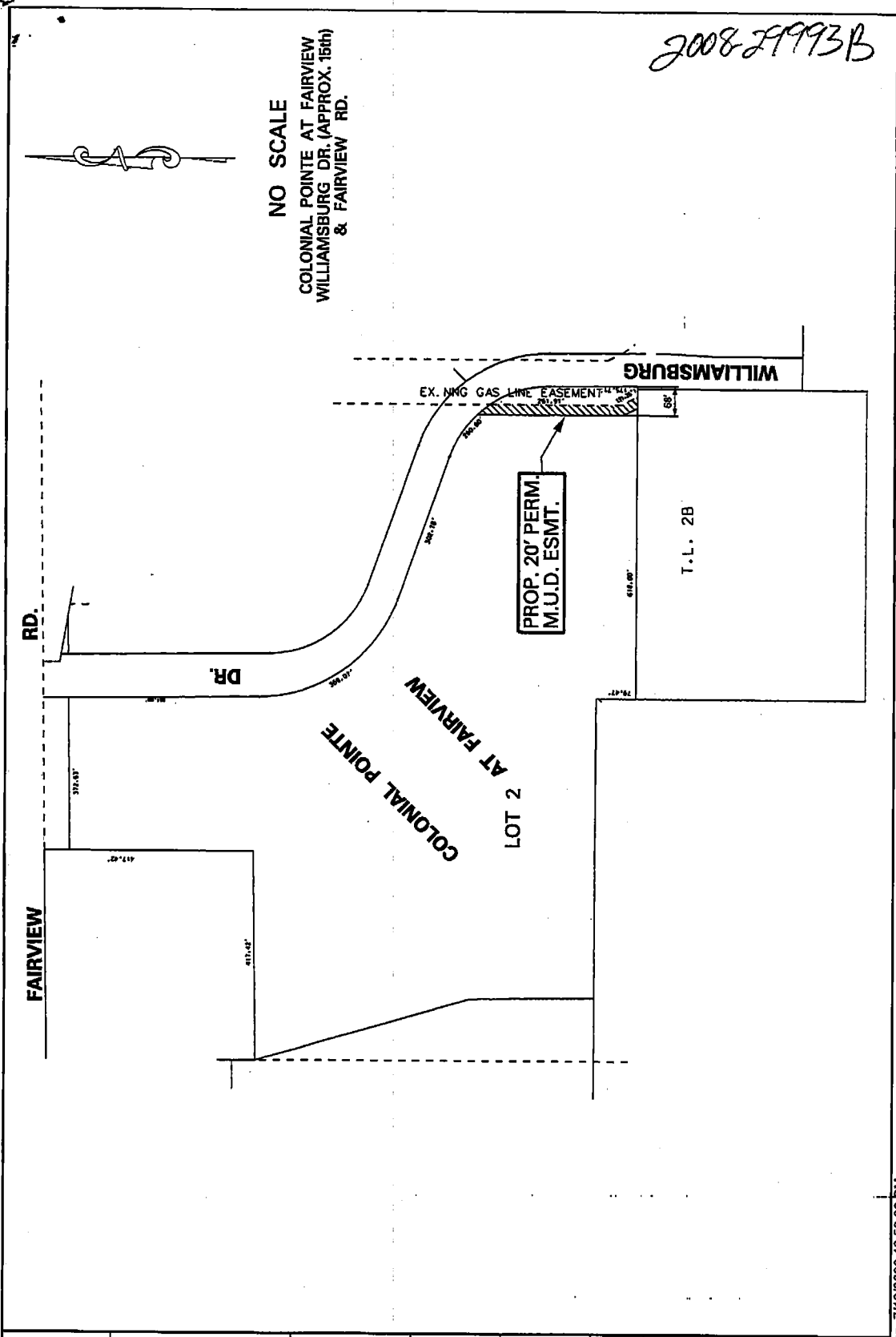
Residing in OAKLAND County, Michigan.



2008 29993B



NO SCALE
COLONIAL POINTE AT FAIRVIEW
WILLIAMSBURG DR. (APPROX. 15th)
& FAIRVIEW RD.



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION	
FOR	WP1033
	100055000282
LAND OWNER JERRY R. SPEEDY - AUTHORIZED AGENT EDWARD ROSE DEVELOPMENT CO., LLC. 601 NEWPORT RD. KALAMAZOO, MI. 49003 (269) 323-6884	
TOTAL ACRE	0.143 ±
PERMANENT	
TOTAL ACRE	NA ±
TEMPORARY	
LEGEND	
PERMANENT EASEMENT	
TEMPORARY EASEMENT	
PAGE	1 OF 1
DRAWN BY	DD
DATE	7-11-08
CHECKED BY	MKM
DATE	7-16-08
APPROVED BY	MKM
DATE	7-16-08
REVISED BY	
DATE	
REV. CHK'D. BY	
DATE	
REV. APPROV. BY	
DATE	