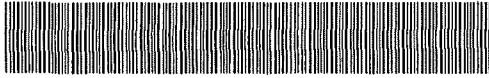




MISC 2013085687



AUG 21 2013 14:02 P 3

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 BRP \_\_\_\_\_ C/O \_\_\_\_\_ COFF JA  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ RV \_\_\_\_\_  
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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 8/21/2013 14:02:06.53



2013085687

PERMANENT EASEMENT

THIS AGREEMENT, made this 16<sup>th</sup> day of AUGUST, 2013, between THE OMAHA HOME FOR BOYS, a domestic, non-profit Nebraska corporation, 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 install, maintain, operate, repair, and remove, at any time, pipelines for the transportation of water and all appurtenances thereto with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Omaha Home for Boys Replat 1, a subdivision, containing Lot 1, Outlots A, B, C, and D, and being a replat of Lot 1, Omaha Home for Boys, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The southerly 15 feet of Outlot C abutting the north right-of-way line of Sahler Street, as surveyed, platted and recorded in Douglas County.

This permanent easement contains 0.0134 of an acre, more or less, and is shown on the drawing 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.

Please file & return to:  
 Mark Mendenhall, Attorney  
 Metropolitan Utilities District  
 1723 Harney Street  
 Omaha, Nebraska 68102-1960

✓ 786283

4. The person executing this instrument has authority to execute it on behalf of the domestic, non-profit Nebraska corporation.

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

THE OMAHA HOME FOR BOYS, a domestic, non-profit Nebraska corporation

By: Jeffrey R Moran  
Authorized Representative

JEFF MORAN  
Printed Name

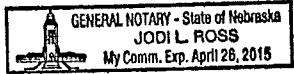
PRESIDENT AND CEO  
Title

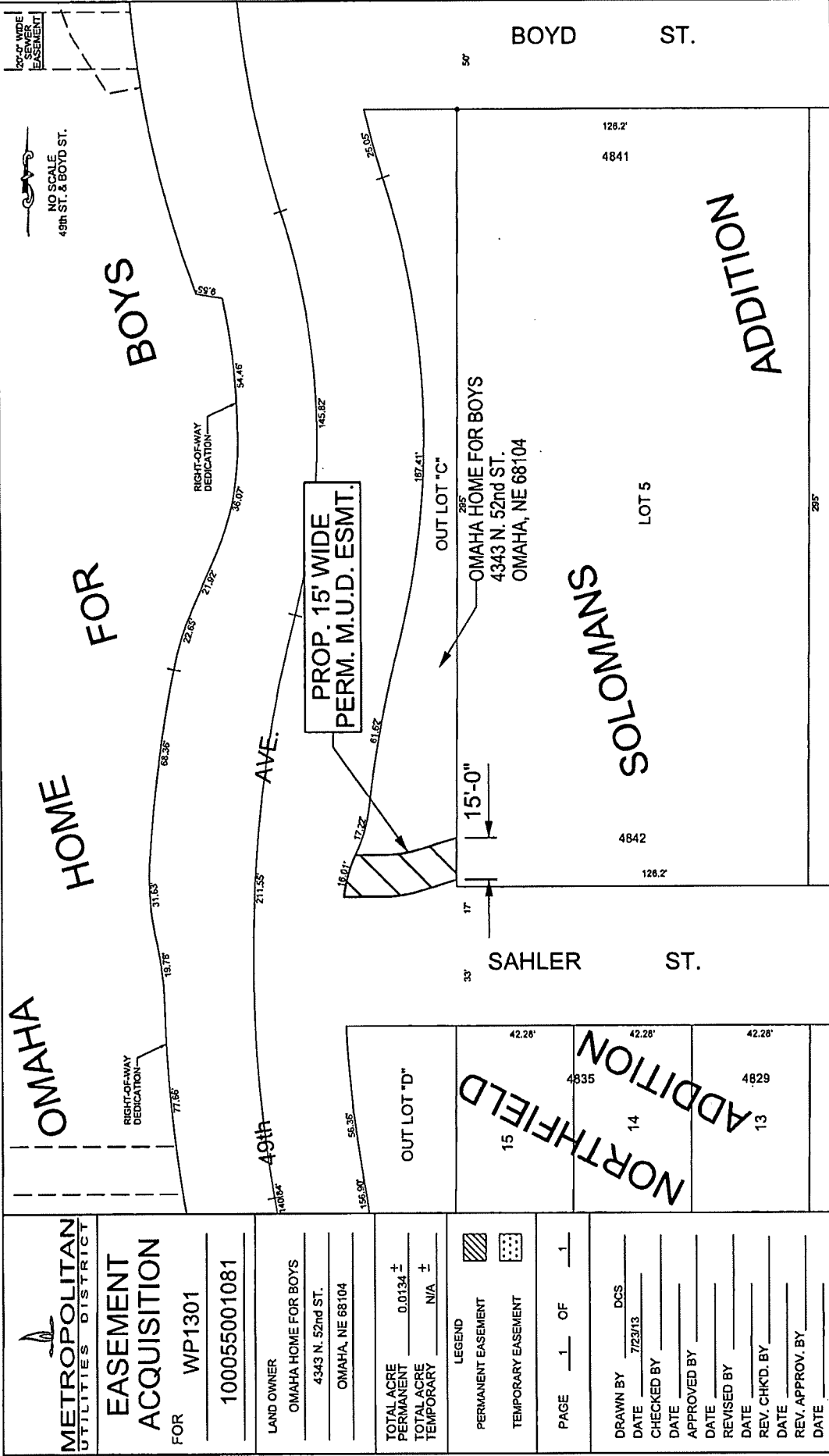
**ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF DOUGLAS )

This instrument was acknowledged before me on AUGUST 16, 2013,  
by JEFF MORAN, PRESIDENT AND CEO of THE  
OMAHA HOME FOR BOYS, a domestic, non-profit Nebraska corporation.

Jodi L Ross  
Notary Public





**METROPOLITAN UTILITIES DISTRICT**  
**EASEMENT ACQUISITION**  
 FOR **WP1301**  
 100055001081

LAND OWNER  
 OMAHA HOME FOR BOYS  
 4343 N. 52nd ST.  
 OMAHA, NE 68104

TOTAL ACRE PERMANENT 0.0134 ±  
 TOTAL ACRE TEMPORARY N/A ±

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

PAGE 1 OF 1

DRAWN BY \_\_\_\_\_ DCS  
 DATE 7/23/13  
 CHECKED BY \_\_\_\_\_  
 DATE \_\_\_\_\_  
 APPROVED BY \_\_\_\_\_  
 DATE \_\_\_\_\_  
 REVISED BY \_\_\_\_\_  
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 REV. CHK'D. BY \_\_\_\_\_  
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 REV. APPROV. BY \_\_\_\_\_  
 DATE \_\_\_\_\_