



MISC 2011087051



OCT 14 2011 08:48 P 3

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 3 FEE 15.50 FB 73-42482  
 R/P \_\_\_\_\_ C/O \_\_\_\_\_ COMP 88  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ PV \_\_\_\_\_  
*A*

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 10/14/2011 08:48:34.83



2011087051

### PERMANENT EASEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of September, 2011, between the GREAT WESTERN BANK, a South Dakota corporation ("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

The Northerly 15 feet of the Southerly 40 feet of the Westerly 70 feet of the Easterly 266.73 feet of Lot 2 of West Grayhawk Replat 2, as it abuts West Grayhawk Outlot 1 and West Grayhawk Replat 2, Lot 1.

This permanent easement contains 0.0241 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 corporation.

**Please file & return to:**

A. Justin Cooper, Attorney  
 Metropolitan Utilities District  
 1723 Harney Street  
 Omaha, Nebraska 68102-1960

✓ 756889

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

GREAT WESTERN BANK, a South Dakota Corporation, Grantor

Betty L. Kampschnieder  
Signature

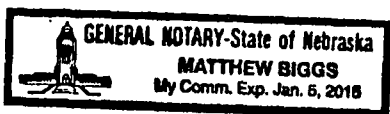
Administration Officer  
Title

Betty L. Kampschnieder  
Printed Name

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) ss  
COUNTY OF LANCASTER )

This instrument was acknowledged before me on September 15<sup>th</sup>, 2011,  
by Betty L. Kampschnieder, Administration Officer of Great  
Western Bank.



[Signature]  
Notary Public

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION	
FOR WCD 10369	
LAND OWNER 144 MAPLE LLC 16820 FRANCIS ST. OMAHA, NE 68130	
TOTAL ACRE PERMANENT 0.0241 ± TOTAL ACRE TEMPORARY X ±	
LEGEND PERMANENT EASEMENT TEMPORARY EASEMENT	
PAGE 1 OF 1	
DRAWN BY DRR DATE 8/14/2007 CHECKED BY DATE APPROVED BY DRR DATE 8/14/2007 REVISED BY DRR DATE 2/19/2009 REV. CHK'D. BY DATE REV. APPROV. BY DRR DATE 2/19/2009	

WEST GRAYHAWK REPLAT 1

1

2

266.73'

70'

15'

25'

Prop. 15' x 70' Perm. Esmt.

WEST GRAYHAWK REPLAT 2 LOT 1

Outlet 1

Outlet 1

Dr.

147th

Grayhawk Replat 2

1

2

NO SCALE

WEST GRAYHAWK REPLAT 2

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