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> Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 10/15/2014 10:43:38.70

## PERMANENT EASEMENT

THIS AGREEMENT, made this \_\_\_\_\_\_\_ day of October, 2014, between MEAK FARM LLC, a Nebraska 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 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 being a portion of the Southeast Quarter of the Northeast Quarter of Section 25, Township 15 North, Range 10 East of the 6<sup>th</sup> Principal Meridian, Douglas County, Nebraska, more fully described as:

Beginning at the Southeast corner of Outlot B in Windgate Ranch Two, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, thence North 14°18'25" West along the East property line of Outlot B a distance of 2.8'; thence continuing North 27°37'40" West a distance of 22.3' along said property line; thence North 67°16'53" for 185.7'; thence South 27°37'40" East for 25.1' to the North right of way of Blue Sage Parkway; thence South 67°16'53" for a distance of 186.3' along said North right of way line to the point of beginning.

This permanent easement contains 0.106 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.

Please file & return to:

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

193165

- 3. The Grantor is the lawful possessor of such real estate and has good right and lawful authority to make this conveyance; and the Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless the 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 MEAK FARM LLC, a Nebraska Limited Liability Company.

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

MEAK FARM LLC,

a Nebraska Limited Liability Company

By:

Howard J. Kaslow

Manager

## **ACKNOWLEDGMENT**

STATE OF NEBRASKA

SS

COUNTY OF DOUGLAS

This instrument was acknowledged before me on October <u>6</u>, 2014, by Howard J. Kaslow, Manager of MEAK FARM LLC, a Nebraska Limited Liability Company.

Notary Public

GENERAL NOTARY - State of Nebraska
DIANNA M. CUPPS
My Comm. Exp. August 30, 2016

NP1333\_PHASE 2.dgn BLUE SAGE PKWY MEAK FARM 9/23/2014 3:40:28 PM APPROVED BY
DATE \_\_\_\_\_\_
REVISED BY TOTAL ACRE
PERMANENT
TOTAL ACRE
TEMPORARY METROPOLITAN DATE \_\_\_\_\_\_\_REV. CHK'D. BY\_ DATE \_\_\_\_\_REV. APPROV. BY\_ PAGE LAND OWNER PERMANENT EASEMENT TEMPORARY EASEMENT **ACQUISITION** EASEMENT 100055001131 OMAHA, NE 68137 MEAK FARM, LLC 12107 ANNE ST. WP1333 LEGEND 읶 0.106 ± 1+ 60 BINE . 5 67.O5 4 ٥,٢ هڙ 12.54 68.87 RANCH II 900 BLUE 16.85 O.L. "B" 22.3 N27\*37'40"W-2.8 N14\*18'25"W-0.L. "C" PROP. 25' PERM. M.U.D. ESMT. SAGE UNPLATTED S61, 16,23.4N UNPLATTED PKWY 00.ča NO SCALE

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