

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2007-08682  
2007 MAR 26 P 12:45 PM  
*Glenn J. Bowdoin*  
REGISTER OF DEEDS

COUNTER 6 C.E. DA  
VERIFY WJ D.E. DA  
PROOF \_\_\_\_\_  
FEES \$ 15.50  
CHECK # 27409  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NBR \_\_\_\_\_

PERMANENT EASEMENT

THIS AGREEMENT, made this 2<sup>ND</sup> day of March, 2007 between PORT STARBOARD, LLC, a limited liability 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, 24-inch round iron covers, cast iron cover boxes, 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

Tracts of land in Southport East Replat 3, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Tract 1

The northeasterly 25 feet (as it abuts the right-of-way of Port Grace Boulevard) of the northwesterly 50 feet of Lot 3.

Tract 2

The northwesterly 30 feet of Lot 3 excluding area contained in Tract 1, Lot 3.

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 easements 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.

*AR* Please file & return to:  
Patrick L. Tripp, Attorney  
Metropolitan Utilities District  
1723 Harney Street  
Omaha, Nebraska 68102-1960

A

IN WITNESS WHEREOF, Grantor executes these Permanent Easements to be signed on the above date.

PORT STARBOARD, LLC, a Nebraska limited liability company,  
Grantor

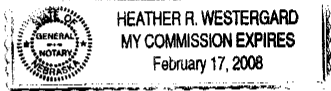
By: *Tucker Magid*  
Tucker Magid

*MANAGER*  
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF *Douglas*    )

This instrument was acknowledged before me on *March 2nd*, 2007, by Tucker Magid, *manager* of Port Starboard, LLC, on behalf of the corporation.



*Hrd*  
Notary Public

