

FILED SARP Y CO. NE.
INSTRUMENT NUMBER
2007-15503
2007 MAY 29 P 2:09 P
Glenn J. Lawrence
REGISTER OF DEEDS

COUNTER PS G.E.
VERIFY J. DEAN
PROOF _____
FEES \$ 16.00
CHECK # 007498
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

PERMANENT EASEMENT

THIS AGREEMENT, made this 24 day of February, 2007 between SIMMONDS PROPERTIES, LTD., a Nebraska 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

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

Lot 6

The northeasterly 27 feet of Lot 6 as it abuts Lot 1 of Southport East Replat 2 and Lot 5 of Southport East Replat Six.

Lot 7

The northerly 27 feet of Lot 7 as it abuts Lot 5 of Southport East Replat Six.

This permanent easement contains 0.16 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

Please file & return to:
A. Justin Cooper, Attorney *AK*
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

A

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 limited liability partnership.

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

SIMMONDS PROPERTIES, LTD.,
a Nebraska Corporation,
Grantor

By: *Paula K. Edissman*
Signature

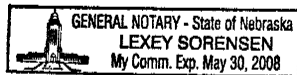
Paula K. Edissman
Printed Name

UFO
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on *Feb 24*, 2007,
by *Paula K. Edissman*, *UFO*, of Simmonds
Properties, Ltd., on behalf of the corporation.



Lexey Sorensen
Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR WCC 10295

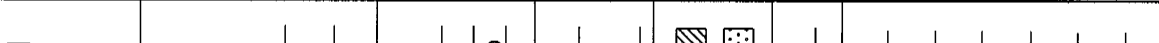
LAND OWNER
Simmonds Properties, Ltd.
c/o Paula K. Glissman
11404 W. Dodge Rd., Suite 650
Omaha, NE 68154

TOTAL ACRE
PERMANENT 0.16 ±
TOTAL ACRE
TEMPORARY N/A ±

LEGEND
PERMANENT EASEMENT [diagonal hatching symbol]
TEMPORARY EASEMENT [dotted symbol]

PAGE 1 OF 1

DRAWN BY JJG
DATE 1-22-07
CHECKED BY MKM
DATE 1-29-07
APPROVED BY MKM
DATE 1-29-07
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



2007-5503B

UNPLATED