PERMANENT EASEMENT

THIS AGREEMENT, made this ______ day of ______, 2018, between CENTER 60 HOSPITALITY, LLC, a Nebraska limited liability company ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grant 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, cc boxes and 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

A tract of land being a part of Lot 1, Aksarben Village South Replat 1, a platted subdivision in Douglas County, Nebraska, being more fully described as follows:

Beginning at the northeast corner of said Lot 1; thence south 00 degrees 27 minutes 57 seconds east (an assumed bearing) along the east line of said Lot 1 15.00 feet; thence south 89 degrees 33 minutes 58 seconds west 294.59 feet; thence south 47 degrees 21 minutes 09 seconds west 23.34 feet; thence north 05 degrees 08 minutes 20 seconds east 22.32 feet; thence north 47 degrees 21 minutes 09 seconds east 12.59 feet; thence north 89 degrees 33 minutes 58 seconds east 300.38 feet to the Point of Beginning.

This permanent easement contains 0.1086 of an acre, more or less, and is shown on Exhibit "A" attached hereto and made a part hereof by this reference.

- 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.
- 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: MUDD

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

- 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 limited liability company.

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

CENTER 60 HOSPITALITY, LLC, a Nebraska limited liability company, Grantor

John Mountjoy
Printed Name

Member

Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)
This instrument was acknowledged before me on <u>January 24</u> , 2 018 ; by <u>John Muntjay</u> , <u>Managun</u> of CENTER 60 HOSPITALITY, LLC, on behalf of the limited liability company.
State of Nebraska - General Notary JESSICA COOPER My Commission Expires January 31, 2019 Notary Public

