



MISC 2004155911



DEC 02 2004 08:32 P 3

Received - RICHARD TAKECHI  
Register of Deeds, Douglas County, NE  
12/2/2004 08:32:17.75



2004155911

PERMANENT EASEMENT  
AND RIGHT-OF-WAY

THIS INDENTURE, made this 18 day of November, 2004 between LANOHA-MISSION DEVELOPMENT, INC., a Nebraska Corporation, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A permanent easement for the construction and maintenance of water mains and related facilities over that part of Lot 4, Mission Pines Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

The south fifteen feet (15') of the west twenty-five feet (25') of Lot 4.

This permanent easement contains 0.0086 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent Easement and Right-of-Way 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. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

4. 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.

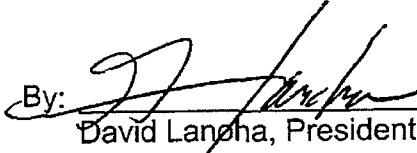
PLEASE RETURN TO: JUSTIN COOPER MISC  
LAW DEPT  
1723 HARNEY F-3  
OMAHA, NE 68102

FEE 15.50 FB M-25759  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COM DA  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

IN WITNESS WHEREOF, Grantor executes this Permanent Easement and Right-of-Way to be signed on the above date.

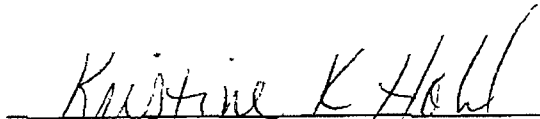
LANOHA-MISSION DEVELOPMENT, INC.,  
a Nebraska Corporation, Grantor

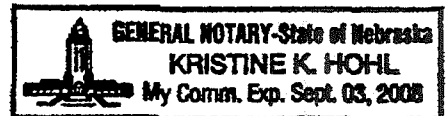
By:   
David Lanoha, President

ACKNOWLEDGMENT

STATE OF NEBRASKA    )  
                                  ) ss  
COUNTY OF DOUGLAS   )

This instrument was acknowledged before me on November 18, 2004,  
by David Lanoha, President of LANOHA-MISSION DEVELOPMENT, INC., a Nebraska  
corporation, on behalf of the corporation.

  
Notary Public



**UTILITIES  
DISTRICT  
OMAHA, NEBRASKA**

FOR  
WCC 9836

**Lanoha-Mission Development, Inc.**

**19111 West Center Rd.**

Omaha, NE 68130

TOTAL ACRE + 0096

PERMANENT .0086

TOTAL ACRE TEMPORARY	N/A ±
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# PERMANENT EASEMENT



## TEMPORARY EASEMENT



PAGE 1 OF 1

DRAWN BY CJLDATE 10-19-04

CHECKED BY \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED BY CSG

DATE 10-14-201

REVISID BY \_\_\_\_\_

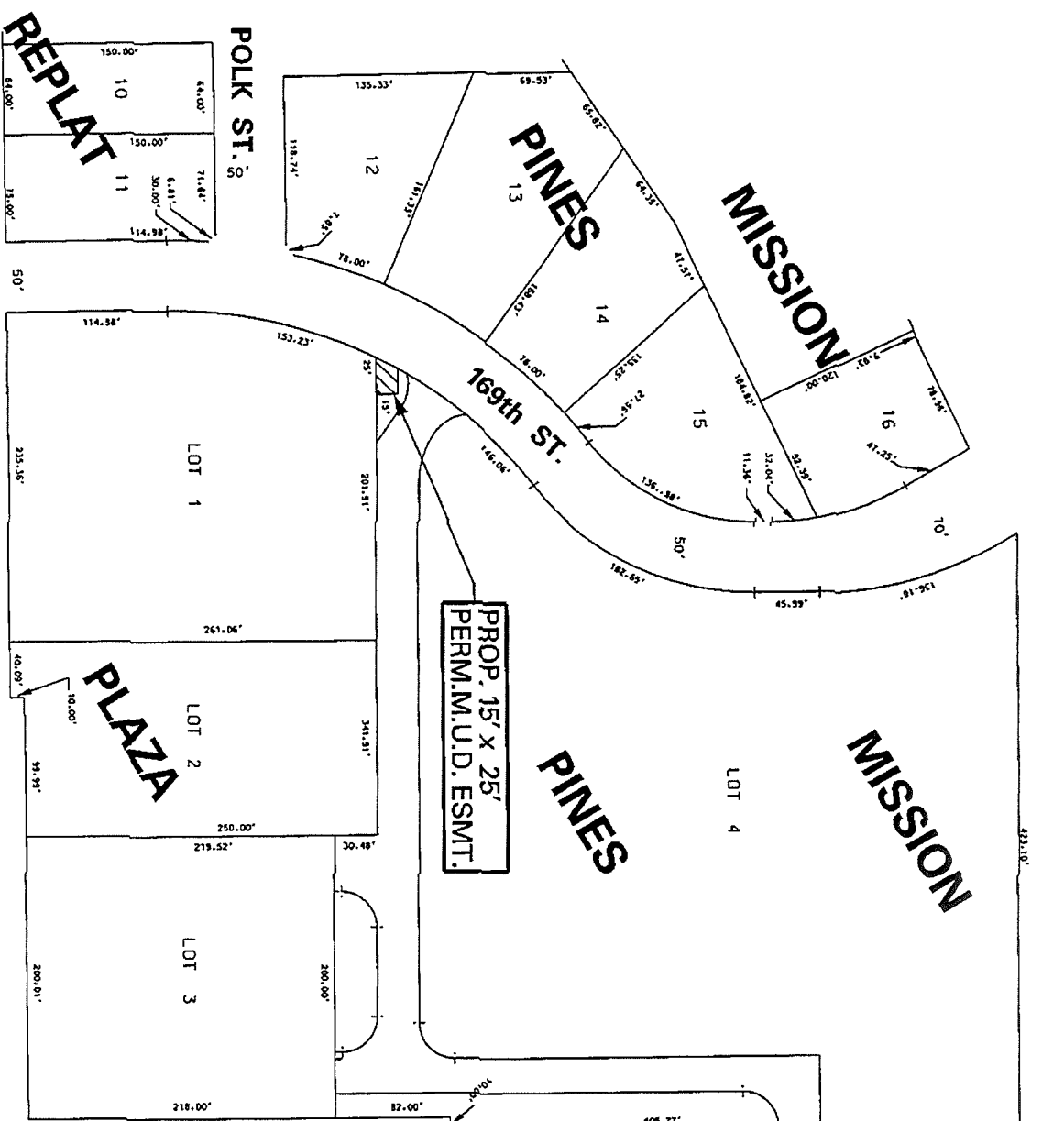
DATE \_\_\_\_\_

REV. CHK'D. BY \_\_\_\_\_

DATE \_\_\_\_\_

REV. APPROV. BY \_\_\_\_\_

DATE \_\_\_\_\_



NO SCALE  
MISSION PINES PLAZA  
169th ST. & HARRISON ST.