



MISC 2008118489



DEC 16 2008 13:56 P 3

mix
 3 FEE 16⁵⁰ 666-27530
 3 BKP _____ C/D _____ COMP mb
 3 DEL _____ SV _____
 A

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/16/2008 13:56:08.58



2008118489

PERMANENT EASEMENT

THIS AGREEMENT, made this 8 day of December, 2008 between the H AND P REAL ESTATE, INC., 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 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, cc boxes, cc covers, 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 The North Reserve Replat, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Lot 6

The easterly ten feet (10') of the southerly thirty feet (30') of Lot 6 as it abuts the westerly right-of-way of 169th Street.

Lots 7 & 8

The westerly five feet (5') of Lot 7 and 8 as they abut the easterly right-of-way of Ontario Street.

This permanent easement contains 0.0410 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.
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.

Please file & return to:

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

→ 716835

4. The person executing this instrument has authority to execute it on behalf of the corporation.

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

H AND P REAL ESTATE, INC.,
a Nebraska corporation,
Grantor


Signature


PATRICK J. LACY
Printed Name

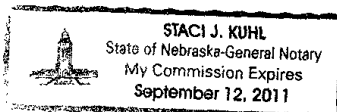
PRESIDENT
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on December 8, 2008,
by Patrick Lacy, President of the H and P Real
Estate, Inc., on behalf of the corporation.


Notary Public



**METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA**

**EASEMENT
ACQUISITION**
FOR
WP1045
100055000320

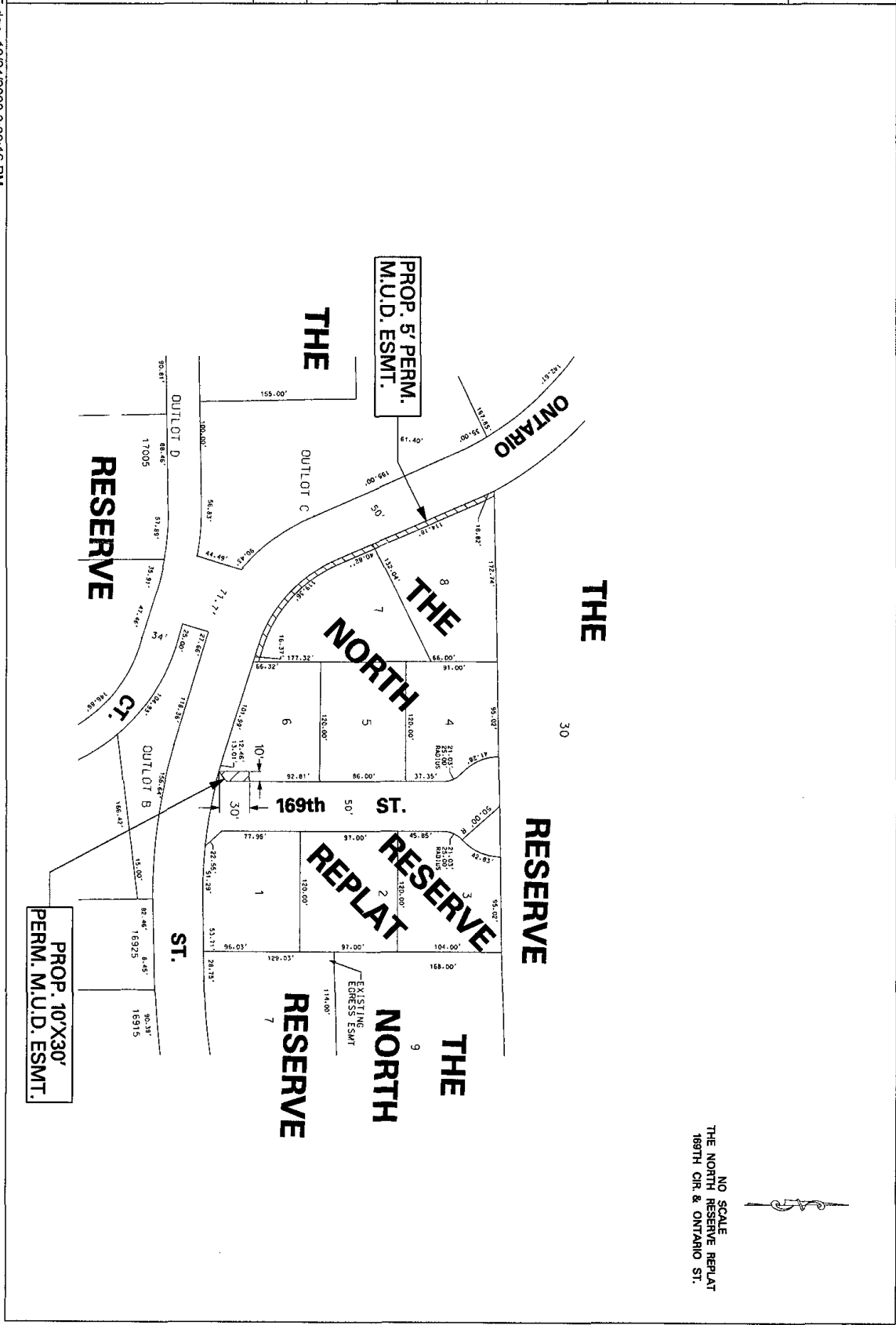
LAND OWNER
PATRICK LACY
H & P REAL ESTATE, INC.
515 N. 87th ST., OMAHA, NE
(402) 393-4900

TOTAL ACRE
PERMANENT 0.0410 ±
TOTAL ACRE
TEMPORARY ±

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 **OF** 1

DRAWN BY DML
DATE 10-17-2008
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



NO SCALE
THE NORTH RESERVE REPLAT
169TH CIR. & ONTARIO ST.