

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2007-02678

2007 JAN 26 P 12:19

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER ah G.E. 8
VERIFY Pat D.E. LM
PROOF Pat
FEES \$ 15.50
CHECK # 27069
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

*Overlaid Map
Southport East
Replat 3*

PERMANENT EASEMENT

THIS AGREEMENT, made this 23 day of January, 2007 between FANTASY'S, 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 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

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

The southeasterly 15 feet of the northwesterly 30 feet of the northeasterly 25 feet of Lot 2, Southport East Replat 3, Sarpy County, Nebraska.

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.

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

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

PLT

A

FANTASY'S, INC., a Nebraska Corporation,
Grantor

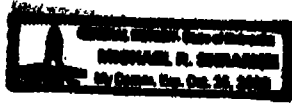
By: *John Spaustat*
John Spaustat, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

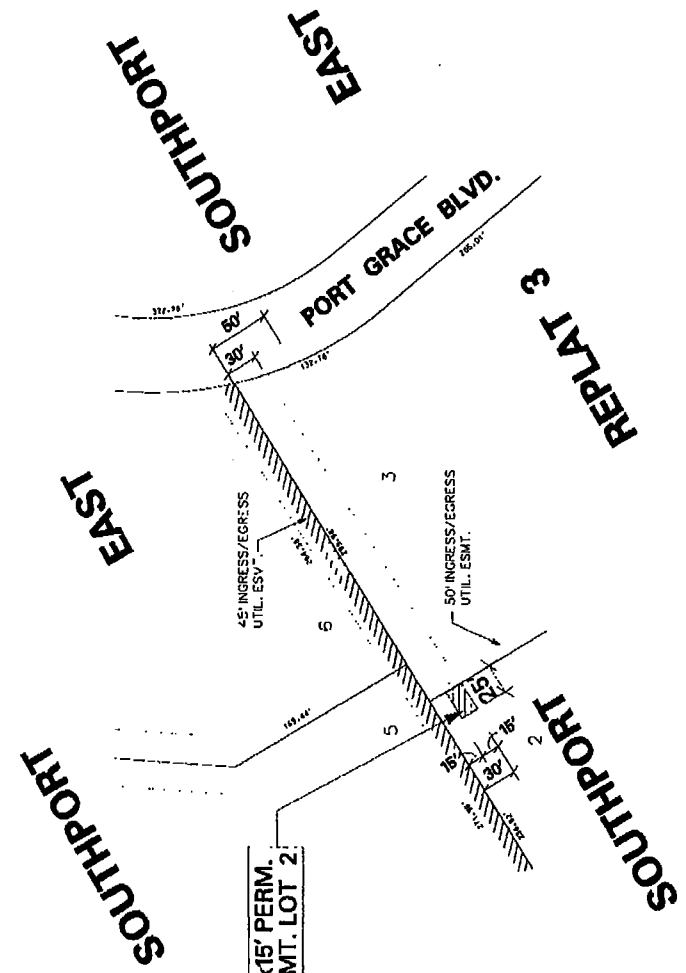
This instrument was acknowledged before me on January 23, 2007,
by John Spaustat, President of Fantasy's, Inc., a Nebraska Corporation, on behalf of the
corporation.

Michael R. Schmitt
Notary Public



2007-02678 B

NO SCALE
 SOUTHPORT EAST REPLAT 3
 N. OF SOUTHPORT PRMV. &
 E. OF PORT GRACE BLVD.



METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA

EASEMENT ACQUISITION
 FOR **WCC 10309**

LAND OWNER
 FANTASY'S INC.
 15611 HARRISON STREET
 OMAHA, NE 68136

TOTAL ACRE PERMANENT 375 SF0.009± ACRE
 TOTAL ACRE TEMPORARY X ±

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

PAGE 1 OF 1

DRAWN BY JWP
 DATE 12-18-06
 CHECKED BY MIM
 DATE 01-17-07
 APPROVED BY MIM
 DATE 01-17-07
 REVISED BY MIM
 DATE 01-17-07
 REV. CHK'D. BY MIM
 DATE 01-17-07
 REV. APPROV. BY
 DATE