



MISC 2003122670

RICHARD W. JAKODA
REGISTER OF DEEDS
STATE OF NEBRASKA



JUN 24 2003 14:44 P 4

RECEIVED

PERMANENT EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 17th day of MARCH, 2003 between WHITEHAWK DEVELOPMENT, LLC, a Nebraska limited liability company ("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, does 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 tract of land in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 31, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska and being described as follows:

Commencing from the Southwest corner of the SE ¼ of Section 31-15-11, N90°00'00"E (assumed bearing) a distance nine hundred seven and sixty-one one-hundredths feet (907.61'); thence; thence N00°00'00"E a distance of fifty feet (50.00') to the Point of Beginning. Commencing from the Point of Beginning, N00°00'00"E a distance of seventy feet (70.00'); thence N90°00'00"E a distance of one hundred and fifty feet (150.00'); thence S90°00'00"E a distance of seventy feet; thence S90°00'00"W a distance of one hundred and fifty feet (150.00') back to the Point of Beginning.

This permanent easement contains 0.241 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 easement tracts any building or structure, except pavement and similar covering, and shall not permit anyone else to do so. Fencing, landscaping, trees and signage are allowed as long as the same do not presently or potentially unreasonably interfere with the Grantee's use and enjoyment of its easement rights herein conveyed.

2. The Grantee shall restore or replace 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 RETURN TO
JUSTIN COOPER
MUD - LEGAL DEPT.
1723 HARNEY
OMAHA, NE 68102

✓ - misc
4

FEE 20.75
BKP 314511
DEL SCW JR

✓ 16435

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 17th day of MARCH, 2003, by Gerald L. Torczan, Manager of M.J.A. – F Street, LLC, a Nebraska limited liability company.



Karen E. Prodis

Notary Public



**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR
WCP 9480-2

LAND OWNER
John Allen
CBS Home Real Estate
14769 California Street
Omaha, NE 68154

TOTAL ACRE
PERMANENT 0.241 ±
TOTAL ACRE
TEMPORARY 0.000 ±

LEGEND
PERMANENT EASEMENT 
TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY TAA
DATE 1-29-03
CHECKED BY JAZ
DATE 2/5/03
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

NO SCALE
WHITEHAWK
192nd ST. & "F" ST.

