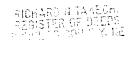


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### PERMANENT EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this <u>I'AM</u> day of <u>MARCH</u>, 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 6<sup>th</sup> 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 MUSC FEE 20, 501-100000 DEL SON IR NO 1723 HARNEY OMAHA, NE 68102 V16435

- 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 a lawful possessor of this real estate, has good, right and lawful authority to make such conveyances; and Grantor and his 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, excluding therefrom the legal effect of easements of record on the date of execution hereof.
- 5. The person executing this instrument represents that he has authority to execute it on behalf of the limited liability company

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

WHITEHAWK DEVELOPMENT, LLC, a Nebraska limited liability company, Grantor

By: BUSHWOOD DEVELOPMENT, LLC, a Nebraska limited liability company,

John C. Allen, Manager

Member

By: M.J.A. – F STREET, LLC, a Nebraska limited liability company, Member

> By: Muld Thomas Gerald L. Torczon, Manager

#### ACKNOWLEDGMENT

STATE OF NEBRASKA ) ss COUNTY OF DOUGLAS )

This instrument was acknowledged before me on the 13 m day of Marker , 2003, by John C. Allen, Manager of Bushwood Development, LLC, a Nebraska limited liability company.

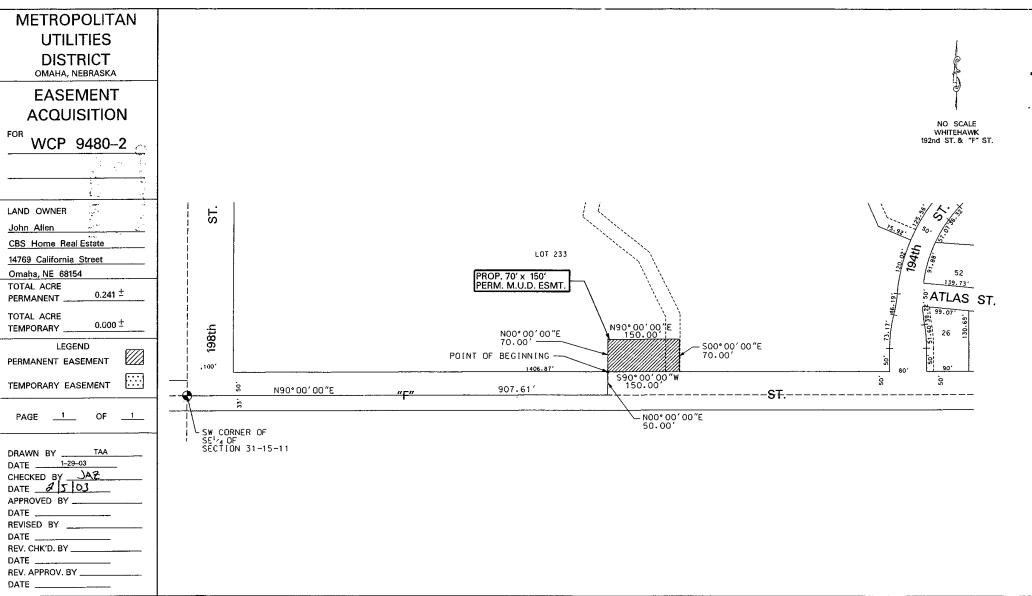
GENERAL NOTARY - State of Nebrasiaa KAPIEN T. RODIS My Coren. Sp. Oct. 20, 2008

Notary Public

# <u>ACKNOWLEDGMENT</u>

STATE OF NEBRASKA )
COUNTY OF DOUGLAS )
This instrument was acknowledged before me on the 1/7/11 day of 1/2001, 2003, by Gerald L. Torczan, Manager of M.J.A. – F Street, LLC, a Nebraska limited liability company.
A GENERAL NOTARY - State of Nobrasia KAPISM T PODIS Notary Public

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