



MISC 2006067636



JUN 16 2006 11:03 P 3

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
6/16/2006 11:03:32.90



2006067636

**PERMANENT EASEMENT**

THIS AGREEMENT, made this 12 day of June, 2006 between STONE CREEK PLAZA, L.L.C., a Nebraska limited liability company ("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 gas and all appurtenances thereto, including, but not limited to, pipeline markers, together with the right of ingress and egress on, over, and under and through lands described as follows:

**PERMANENT EASEMENT**

Tracts of land in Stone Creek Plaza Replat 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and described as follows:

The east thirty feet (30') of Lot 2 (Tract 1).

-and-

The north thirty feet (30') of Lot 3 (Tract 2).

This permanent easement contains 0.40 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by 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 property; has good, right and lawful authority to make this 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 limited liability company.

Returns to: Susan Praga  
M.U.D.  
-1-1723 Harney Street  
Omaha, NE 68102

Misc  
FSE 16.00 FB MC-37086  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP 86  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

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

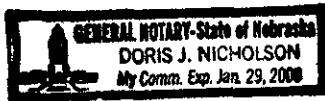
STONE CREEK PLAZA, L.L.C.,  
A Nebraska limited liability company,  
Grantor

By: *Gerald Torczon*  
Gerald Torczon, Manager

ACKNOWLEDGEMENT

STATE OF NEBRASKA    )  
  ) ss  
COUNTY OF DOUGLAS    )

This instrument was acknowledged before me on June 12, 2006, by Gerald Torczon, Manager of Stone Creek Plaza, L.L.C., on behalf of the limited liability company.



*Doris J. Nicholson*  
Notary Public

**METROPOLITAN UTILITIES DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT ACQUISITION**

FOR **G.R.M. 13086**

LAND OWNER

STONE CREEK PLAZA, LLC  
Gerald Torczon  
11205 S. 150th St. Ste. 100  
OMAHA, NE. 68138  
Ph. 402-592-6942

TOTAL ACRE

PERMANENT 0.40 ±

LEGEND

PERMANENT EASEMENT 

PAGE 1 OF 1

DRAWN BY D.R.B.

DATE 5-10-06

CHECKED BY B.A.A.

DATE 5-15-06

APPROVED BY RLB

DATE 5-18-06

REVISED BY

DATE

REV. CHK'D. BY

DATE

REV. APPROV. BY

DATE

**UNPLATTED**

NO SCALE  
STONE CREEK PLAZA REPLAT 3

