



MISC 2009036322



APR 16 2009 13:39 P 3

MISC 3/2

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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
4/16/2009 13:39:22.86



2009036322

PERMANENT EASEMENT

THIS AGREEMENT, made this 23<sup>rd</sup> day of March, 2009 between RM6, LLC, a 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 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, round iron covers, cc covers, 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 Lots 163 and 164, Woodbridge Subdivision, a subdivision, in Douglas County, Nebraska and being described as follows:

Lot 163

The Easterly fifteen feet (15') of the Westerly thirty feet (30').

Lot 164

The Westerly fifteen feet (15') of the Easterly Two Hundred Twenty-eight and Fifty-Six One Hundredths Feet (228.56') of the Northerly fifteen feet (15').

This permanent easement contains 0.108 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 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.

Please file & return to:

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

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

RM6, LLC, a limited liability company,  
Grantor

[Signature]  
Signature

Kenneth M. Franasiak  
Printed Name

Manager  
Title

ACKNOWLEDGMENT

STATE OF New York )  
COUNTY OF Niagara ) ss

This instrument was acknowledged before me on March 23, 2009,  
by Kenneth M. Franasiak, Manager of RM6, LLC, on  
behalf of the limited liability company.

[Signature]  
Notary Public



DEBORAH K. HARRIS  
Notary Public, State Of New York  
Qualified In Erie County  
My Commission Expires June 16, 2010

**METROPOLITAN UTILITIES DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT ACQUISITION**  
FOR **WP1051**  
**100055000342**

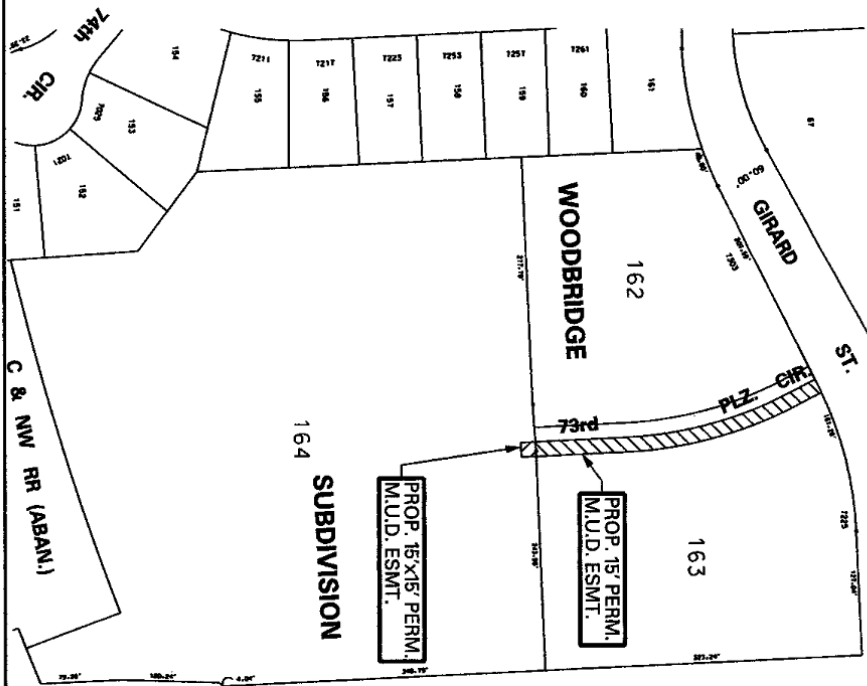
LAND OWNER  
**RM6, LLC**  
**502-7500**

TOTAL ACRE **0.108 ±**  
TOTAL ACRE **N/A**  
TEMPORARY **N/A**

LEGEND  
PERMANENT EASEMENT   
TEMPORARY EASEMENT 

PAGE **1** OF **1**

DRAWN BY **DDI**  
DATE **7-28-08**  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REVISED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. CHKD. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_



NO SCALE  
WOODBIDGE SUBDIVISION  
72ND PLZ CH, & GIRARD ST.