



MISC 2008111503



NOV 19 2008 14:13 P 3

misc

3 FEE 15.50 FB 61-28995
 BKP _____ C/O _____ COMP 11
 DEL _____ SCAN _____ FV _____
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Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

11/19/2008 14:13:45.57



2008111503

PERMANENT EASEMENT

THIS AGREEMENT, made this 10th day of November, 2008 between BASEBALL LAND, LLC, 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 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 gas and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, 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 Lot 2 of Omaha Works Industrial Park Replat 5, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and being described as follows:

Parallel to the property line of 121st Plaza, the easterly twenty-five feet (25') of the westerly thirty-eight feet (38') of the southerly two hundred seventy-five feet (275') of Lot 2.

This permanent easement contains 0.1577 of an acre, more or less, and is shown on the drawings 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.

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

Please file & return to:

Susan E. Prazan, Attorney
 Metropolitan Utilities District
 1723 Hamey Street
 Omaha, Nebraska 68102-1960

BASEBALL LAND, LLC,
a Nebraska limited liability company,
Grantor

By: _____

Signature

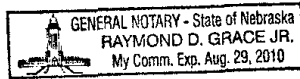
Printed Name

Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

This instrument was acknowledged before me on November 10, 2008,
by Raymond D. Grace, Brad Perreault of Baseball Land,
LLC, a Nebraska limited liability company, on behalf of the company.



Notary Public

METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR
GP1122
100060000322

LAND OWNER
Rosebald Land, LLC
1714 N. 203rd St.
Omaha, NE 68102

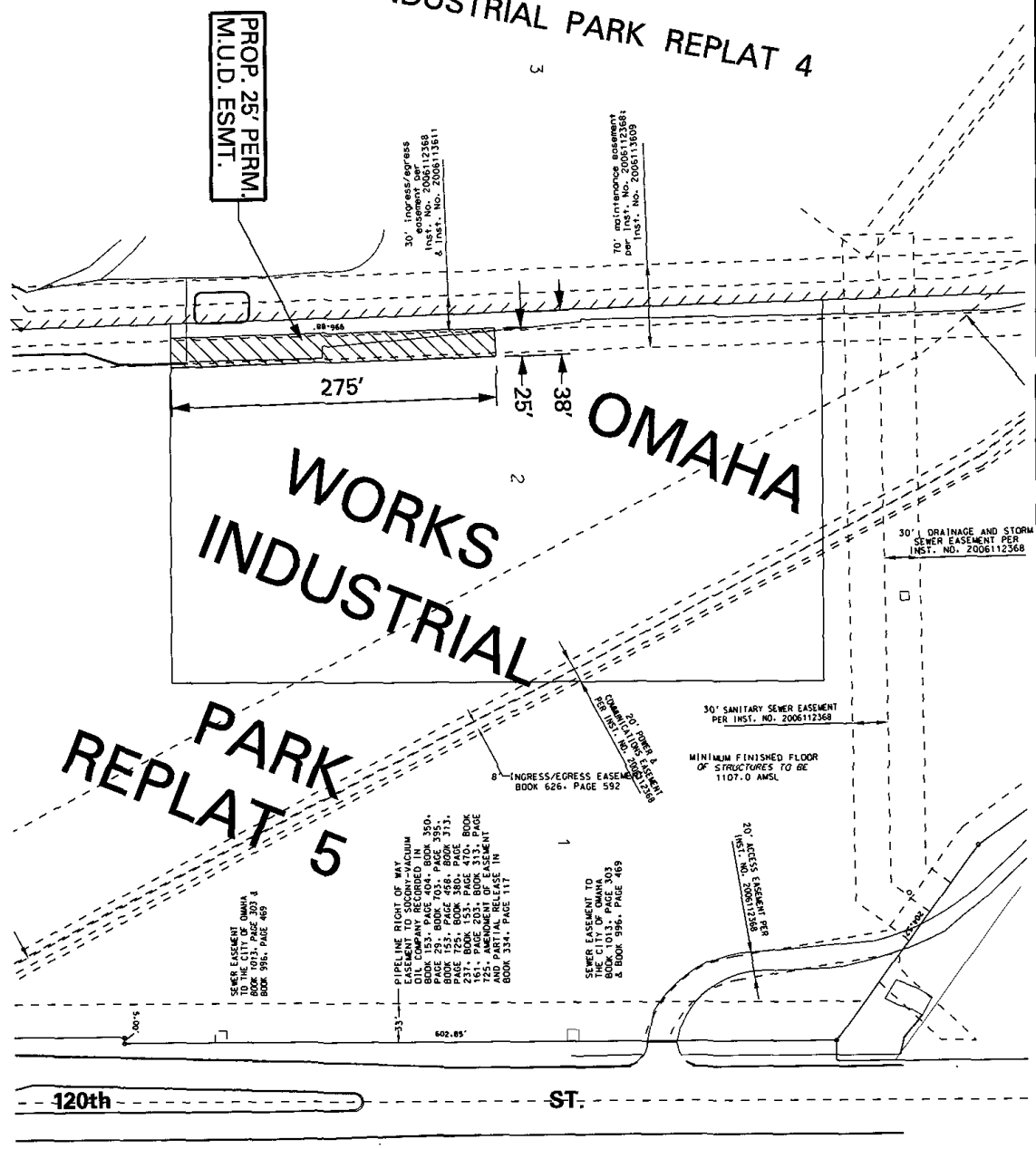
TOTAL ACRE 0.1677 ±
PERMANENT TOTAL ACRE NA ±
TEMPORARY

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY JLG
DATE 10-16-08
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

OMAHA WORKS INDUSTRIAL PARK REPLAT 4



UNPLAID
PART OF THE NORTHWEST 1/4, NORTHWEST 1/4
SECTION 5, T14N, R12E

NO SCALE
ULTIMATE BASEBALL ACADEMY
121st PLZ & 7th ST.