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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/23/2011 13:31:37.20



2011071565

PERMANENT EASEMENT

THIS AGREEMENT, made this 19th day of August, 2011, 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 northerly 277.11' of the easterly twenty-five feet (25') of the westerly thirty-eight feet (38') of Lot 2.

This permanent easement contains 0.159 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.

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

Please file & return to:

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

✓ 755139

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

By: 
Signature

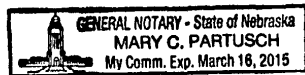
Bradley Perreault
Printed Name

President
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF Douglas) ss

This instrument was acknowledged before me on August 19, 2011,
by Bradley Perreault, President of Baseball Land,
LLC, a Nebraska limited liability company, on behalf of the company.



Mary C. Partusch
Notary Public

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT
ACQUISITION

FOR
GPI534

100052001171

LAND OWNER

BASEBALL LAND, LLC
1714 N. BINFORD ST.
ELKHORN, NE 68022

TOTAL ACRE
PERMANENT 0.159 ±
TOTAL ACRE
TEMPORARY N/A ±

LEGEND

PERMANENT EASEMENT

TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY BAF
DATE 6-27-11
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

