



MISC 2011102364

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NOV 29 2011 14:01 P 3

File and return to:
Patrick L. Tripp, Attorney
Metropolitan Utilities District
1723 Harney St.
Omaha, NE 68102-1960

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/29/2011 14:01:45.07



2011102364

PERMANENT EASEMENT

THIS AGREEMENT, made this 15 day of November, 2011, between JOSLYN 29, 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

The southerly five (5) feet of the easterly five (5) feet of Lot Six (6), Block 172, ¹City of Omaha, Douglas County, Nebraska. _{original 1/2}

This permanent easement 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. The Grantee shall indemnify, defend and hold harmless Grantor and its tenants and invitees, and Grantor's successors and assigns, from all loss, damage, cost and expense sustained or incurred as a result of the use of the permanent easement by the Grantee.
3. The Grantor is the lawful possessor of this real estate and has good, right and lawful authority to make this conveyance.

✓ 158395

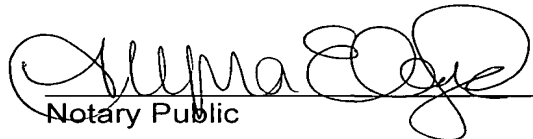
JOSLYN 29, LLC, a Nebraska limited liability company, Grantor

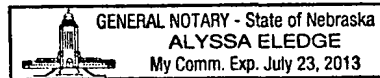
By 
Christian Christensen
Authorized Representative

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF Douglas)

This instrument was acknowledged before me on November 15, 2011, by Christian Christensen, Authorized Representative of Joslyn 29, LLC, a Nebraska limited liability company, on behalf of the company.


Notary Public



**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA



**EASEMENT
ACQUISITION**

FOR **GP1038**

621 S. 15TH ST.

LAND OWNER
JOSLYN 29 LLC
720 N. 13TH STREET
OMAHA, NE 68102

TOTAL ACRE
PERMANENT 0.00057 ±
TOTAL ACRE
TEMPORARY X ±

LEGEND
PERMANENT EASEMENT 
TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY _____ MN _____
DATE 10/31/11
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

