



MSC 2008039255



APP 23 2008 08:44 P 3

1152 MC-23766
3
12

Received - DIANE L BATTIATO
Registrar of Deeds, Douglas County, NE
4/23/2008 08:44:13.02



PERMANENT EASEMENT

THIS AGREEMENT, made this 1st day of March, 2008 between the MAPLE VALLEY 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, round iron covers, roadway boxes, cc 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 6, Maple Valley Subdivision, as recorded in Douglas County, Nebraska, and being described as follows:

The easterly and southerly ten feet (10') of Lot 6 as it abuts the right-of-way of 165th Avenue and Bedford Avenue, respectively.

This permanent easement contains 0.1145 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. Landscaping such as shrubs, flowers, bushes, ornamental gardens and the like may be over the easement area. Trees may not be directly over the gas main, but may be within the easement area upon approval of the District's engineers.
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.

Please file & return to
A. Justin Cooper, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

170564

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

MAPLE VALLEY, L.L.C.,
a Nebraska limited liability company,
Grantor

M. David Steier, member
Signature

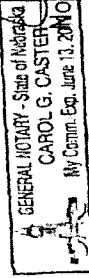
M. DAVID STEIER
Printed Name

Member
Title



ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

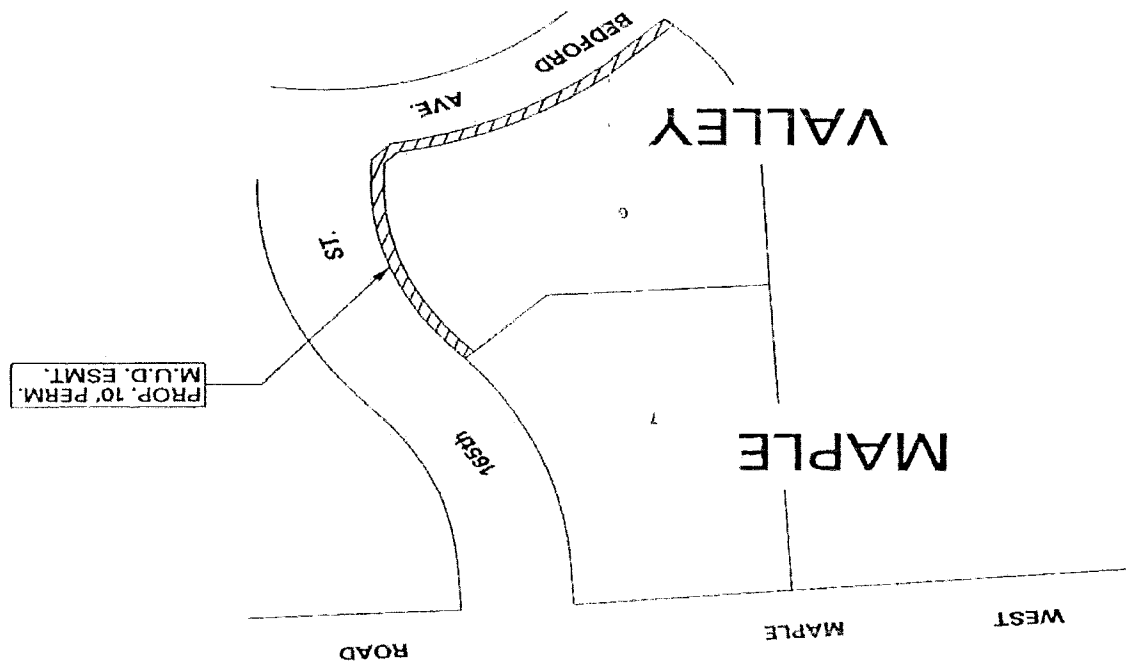
This instrument was acknowledged before me on March, 2008,
by M. David Steier, Member of Maple Valley,
L.L.C., on behalf of the limited liability company.

Carol G. Caster


MY COMM. EXP. JUNE 11 2011

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION	
FOR	100060000141
(GP 1033)	
LAND OWNER	
Dave Steier	
1019 N. 98th Street, Suite 100	
Omaha, Nebraska 68114	
Ph. 402-605-5018	
TOTAL ACRE	PERMANENT
0.115 ±	0.115 ±
TOTAL ACRE	TEMPORARY
X	±
LEGEND	
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
PAGE 1 OF 1	
DRAWN BY: R.L. BOWMAN	
DATE: 2-15-2008	
CHECKED BY:	
DATE:	
APPROVED BY:	
DATE:	
REVISED BY:	
DATE:	
REV. CHK'D. BY:	
DATE:	
REV. APPROV. BY:	
DATE:	

LDGNP\PROPOSED\GAS\1033.dgn 2/15/2008 3:05:48 PM



NO SCALE
Maple Valley Substation
103rd St. & West Maple Rd.