



BK 1439 PG 688-682



MISC 2002 11288

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 MAY 14 AM 10:44

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PERMANENT EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 14th day of February, 2002, between V.R.B. COMPANY, a Nebraska general partnership, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent non-exclusive easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Papillion Parkway Plaza, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and being described as follows:

The southerly and westerly five feet (5') of Lot 1 which five foot corridor abuts Papillion Parkway.

This permanent easement contains 0.1354 an acre, more or less, and is shown on the drawing attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except paving and similar covering, and shall not permit anyone else to do so.
2. The Grantee shall restore the surface of any 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. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.
4. The Grantor is lawful possessor of this real estate; has good right and lawful authority to make such 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.
5. The person executing this instrument represents that he has authority to execute it on behalf of the partnership.

Return to: Susan Prazan
M.U.D.
1723 Harney Street
Omaha, NE 68102

IN WITNESS WHEREOF, Grantor executes this Permanent Easement and Right-of-Way to be signed on the above date.

V.R.B. COMPANY, a Nebraska
general partnership, Grantor

By: 

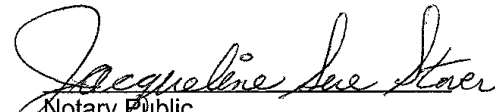
Joe Vacanti, General Partner

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 14, 2002,
by Joe Vacanti, General Partner of V.R.B. Company, on behalf of the partnership.




Notary Public

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR **GRM 12202**

LAND OWNER
V.R.B. COMPANY, a Nebraska
general partnership
11205 JOHN GALT BLVD.
OMAHA, NE 68137

TOTAL ACRE
PERMANENT 0.1354±
TOTAL ACRE X ±
TEMPORARY

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY FTC
 DATE 12-06-01
 CHECKED BY *KCC*
 DATE 3-19-02
 APPROVED BY _____
 DATE _____
 REVISED BY _____
 DATE _____
 REV. CHK'D. BY _____
 DATE _____
 REV. APPROV. BY _____
 DATE _____

