

FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-38220

2005 OCT 17 PM 1:37

Sharon J. Lawling
REGISTER OF DEEDS

COUNTER ap C.E. a
VERIFY p D.E. LA
PROOF 121.00
FEES \$ 235.05
CHECK# 235605
CHG CASH
REFUND CREDIT
SHORT NCR

PERMANENT EASEMENT

THIS INDENTURE, made this 11 day of October, 2005
between BELLBROOK DEVELOPMENT, L.L.C., a Nebraska limited liability company,
("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal
Corporation and Political Subdivision, ("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
easement 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 land described as follows:

PERMANENT EASEMENT

A tract of land in Bellbrook, a subdivision as surveyed,
platted and recorded in Sarpy County, Nebraska and being
described as follows:

The northerly twelve and one-half feet (12.50') of Lots 459,
460, 461, 462, 463, 468, 469, 470, 471, 472, 473, and 474.

This permanent easement contains 0.3173 of an acre, more
or less, and is shown on the drawings attached hereto and
made a part hereof by this reference.

TO HAVE AND TO HOLD said Permanent Easement 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 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. Nothing herein shall be construed to waive any right of Grantor or any other
person or entity, 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 the 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.

Return to: Susan Plaza
M.U.D.
1723 Harvey Street
Omaha, NE 68102

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5. The person executing this instrument represents that he has authority to execute it on behalf of the limited liability company.

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

BELLBROOK DEVELOPMENT, L.L.C., a
Nebraska limited liability company,
Grantor

By: Barbara Liles Shaw

Title: Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 11, 2005,
by Barbara Liles Shaw Manager of Bellbrook Development, L.L.C., on
behalf of the limited liability company.

Michelle A. Stahlecker
Notary Public



**METROPOLITAN
UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**
FOR
GRAM 12960

LAND OWNER

Bellbrook Development LLC
11920 Burt Street, Suite 165
Omaha, NE 68154

TOTAL ACRES .3173 ±
PERMANENT
TOTAL ACRES NA ±
TEMPORARY

LEGEND

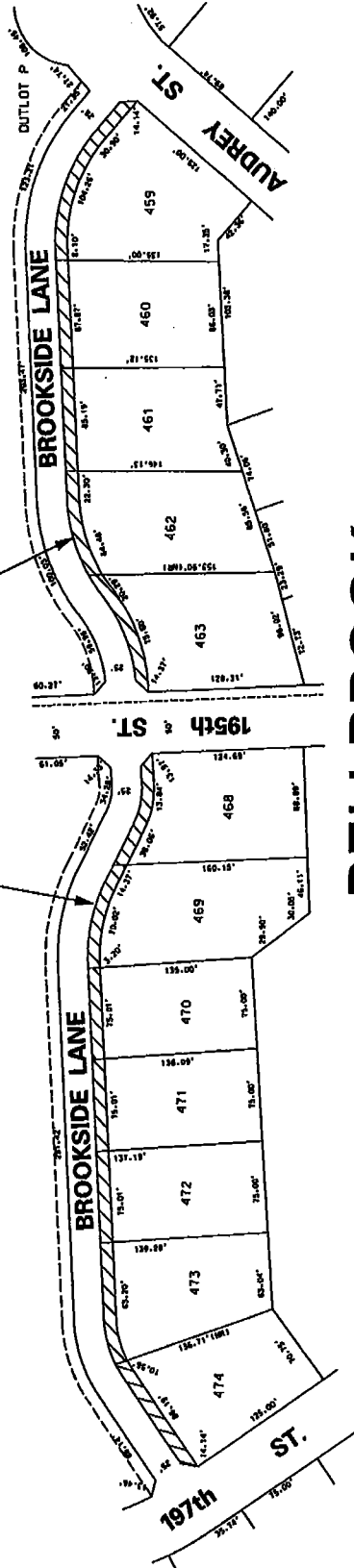
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY DJS
DATE 9-07-05
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

NO SCALE
BELLBROOK SUBDIVISION PHASE 4
1956th ST. & HARRISON ST.

PROP. 12.5' PERM.
M.U.D. ESMT.



BELLBROOK

2005-38220 B