



MISC 2007130966



NOV 26 2007 13:08 P 4

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 FEE 21.00 FB 73-42487
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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/26/2007 13:08:31.62

 2007130966

PERMANENT EASEMENT

THIS INDENTURE, made this 18 day of July, 2007 between 144 MAPLE LLC, 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 water and all appurtenances thereto, including, but not limited to 24-inch round iron covers, hydrants and roadway boxes, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Lots 1 and 2 in West Grayhawk Replat 2, a subdivision, as platted and recorded in Douglas County, Nebraska, and being described as follows:

Lot 1

The Northerly 25.00 feet.

- and -

Lot 2

The Southerly 25.00 feet as it abuts the Northern portion of Lot 1.

This permanent easement contains 0.2692 of an acre, more or less, and is shown on the drawing 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. 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.

Please file & return to:

A. Justin Cooper, Attorney
 Metropolitan Utilities District
 1723 Harney Street
 Omaha, Nebraska 68102-1960

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 to be signed on the above date.

144 MAPLE LLC,
a Nebraska limited liability company,
Grantor

By:

~~Signature~~

Printed Name

JEFF JOHNSON
MANAGING MEMBER

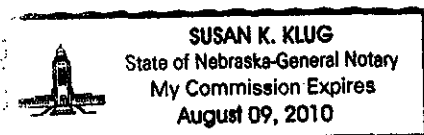
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on July 18, 2007,
by Jeff Johnson, Managing Member of 144 Maple LLC, a
Nebraska limited liability company, on behalf of the limited liability company.

Notary Public



METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR WCD 10369

GRM 13289

LAND OWNER

144 MAPLE LLC

16820 FRANCIS ST.

OMAHA, NE 68130

TOTAL ACRE
PERMANENT 0.1346 ±

TOTAL ACRE
TEMPORARY X ±

LEGEND



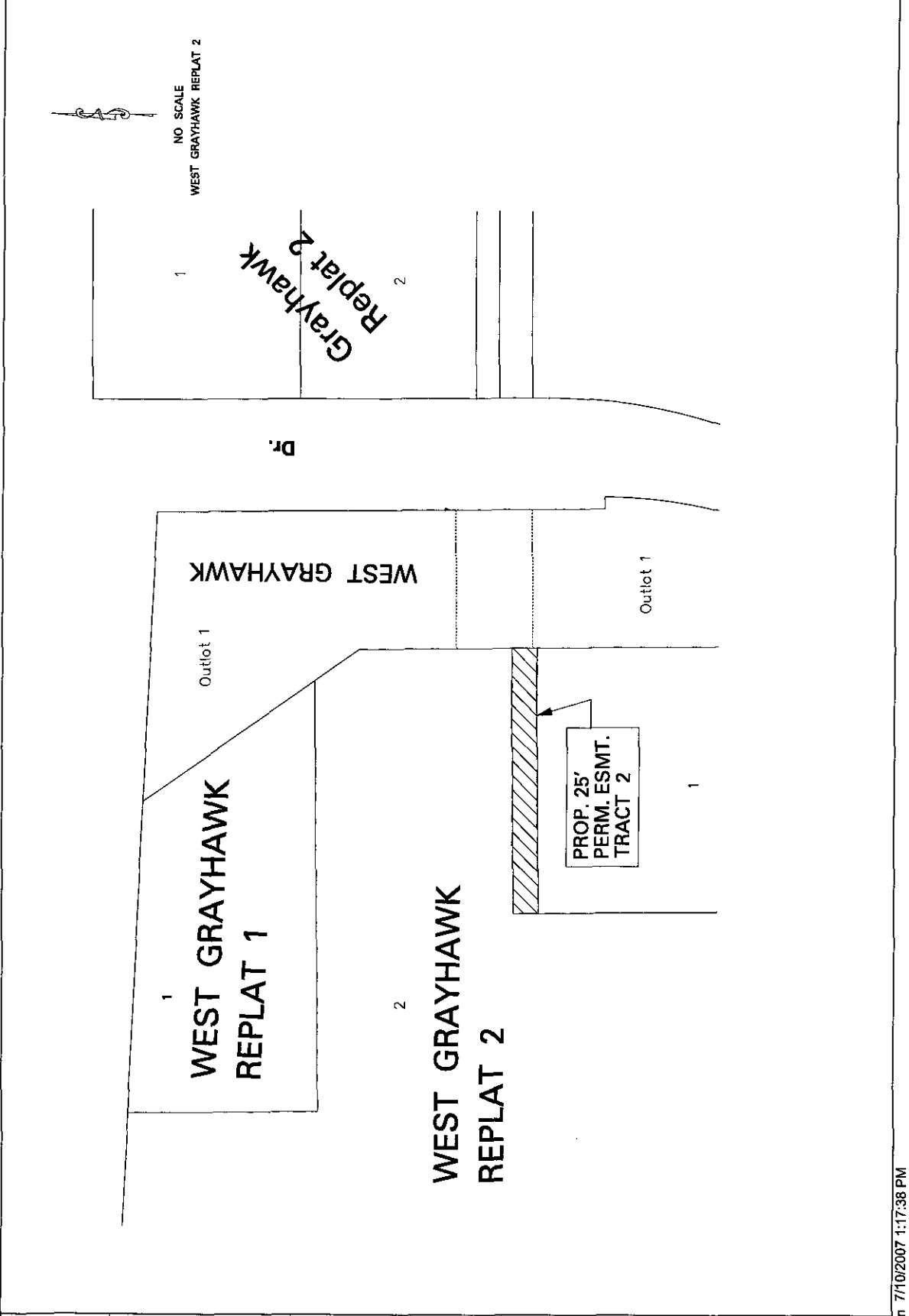
PERMANENT EASEMENT



TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY DRR
DATE 7/10/2007
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE



METROPOLITAN

UTILITIES
DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION

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TOTAL ACRE

TEMPORARY X ±

LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

PAGE 1 OF 1

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DATE

REV. CHK'D. BY

DATE

REV. APPROV. BY

DATE

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NO SCALE
WEST GRAYHAWK REPLAT 2

