



MISC 2007040457



APR 11 2007 14:55 P 3

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
4/11/2007 14:55:14.46



2007040457

PERMANENT EASEMENT

THIS AGREEMENT, made this 5 day of April, 2007 between ROANOKE DEVELOPMENT, 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, underground pipelines for the transportation of gas and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, cc box, manhole, hydrants, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts of land in Roanoke Business Park, as platted and recorded in Douglas County, Nebraska, and being described as follows:

The westerly forty feet (40') of Lot 19 of Roanoke Business Park, and the northerly twenty feet (20') of the westerly forty feet (40') of Lot 21 of Roanoke Business Park.

This permanent easement contains 0.35 of an acre, more or less, and is shown on the 4-page drawing attached hereto, and made a part hereof by 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, landscaping, grass, trees, or a similar covering; provided, however, that trees shall not be placed in any location which interferes with the operation or maintenance of Grantee's gas distribution system. Grantee may remove any tree(s) which interfere with the operation or maintenance of its gas distribution system and shall have no liability to Grantor for such removal.
2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour promptly after the work is performed.
3. The Grantor is the lawful possessor of this real property and has good, right and lawful authority to make this conveyance.
4. The person executing this instrument has authority to execute it on behalf of the limited liability company.

Please file & return to:  
Patrick L. Tripp, Attorney  
Metropolitan Utilities District  
1723 Harney Street  
Omaha, NE 68102-1960

*MISC*

*3/2* FEE 16.00 FB 68102-1960

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP *[Signature]*

DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

*27544*



**METROPOLITAN  
UTILITIES  
DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT  
ACQUISITION**

FOR **GRM 13071**

LAND OWNER

DAN MULHALL, ROANOKE

DEVELOPMENT, LLC

3614 N. 120th ST.

OMAHA, NE 68164

PH: 402-963-0710


TOTAL ACRE \_\_\_\_\_  
PERMANENT .36 ±  
TOTAL ACRE \_\_\_\_\_  
TEMPORARY X ±

LEGEND

PERMANENT EASEMENT   
TEMPORARY EASEMENT 

PAGE 2 OF 2

DRAWN BY JIMP  
DATE 12-18-06  
CHECKED BY \_\_\_\_\_  
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REV. CHK'D. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_

  
NO SCALE  
ROANOKE BUSINESS PARK  
120th ST. & FORT ST.

