



MISC 2014076841



SEP 30 2014 13:23 P 3

*Wed. 9/1*  
 FEE 22.00 PB 4302880  
 BWP \_\_\_\_\_ C/O \_\_\_\_\_ COMP DB  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ PV \_\_\_\_\_  
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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 9/30/2014 13:23:54.56



2014076841

PERMANENT EASEMENT

THIS AGREEMENT, made this 22 day of September, 2014, between GOLDBERG SIBLINGS, LLC, 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 hereby 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, above-ground regulator pipes, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A parcel of land on Block 69 in Benson, an addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska, and being described as follows:

The southerly 203' of the westerly 15' of the easterly 60' of Lot 9.

This permanent easement contains 0.07 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.
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 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.
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

v792903



 <b>METROPOLITAN UTILITIES DISTRICT</b>	
<b>EASEMENT ACQUISITION</b> FOR <b>GSC100076002363</b>	
LAND OWNER <b>Goldberg Siblings LLC</b> 2005 S. 91st Street OMAHA, NE 68124	
TOTAL ACRE PERMANENT	0.07 ±
TOTAL ACRE TEMPORARY	x ±
LEGEND PERMANENT EASEMENT  TEMPORARY EASEMENT 	
PAGE <u>1</u> OF <u>1</u>	
DRAWN BY <u>TRQ</u> DATE <u>9/11/14</u> CHECKED BY _____ DATE _____ APPROVED BY _____ DATE _____ REVISED BY _____ DATE _____ REV. CHK'D. BY _____ DATE _____ REV. APPROV. BY _____ DATE _____	

