FILED SARPY CO. NE
INSTRUMENT NUMBER
2008-07589

2008 MR 20 AM 11: 34

REGISTER OF DEEDS

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF
FEES $ 15.50
CHECK # 703857
CHG CASH
REFUND CREDIT
SHORT NHR

PERMANENT EASEMENT

THIS AGREEMENT, made this 18th day of JANUARY, 2008 between PETER L. JOSOFF and DONNA L. JOSOFF, Husband and Wife ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("Grantee"),

WITNESS:

Grantors, in consideration of the sum of Two Dollars ($2.00) and other valuable consideration, receipt of which is hereby acknowledged, 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, including, but not limited to, round iron covers, roadway boxes, hydrants, and pipeline markers together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT (most of old LOT #2 and most of old)

A tract of land in ~~Lot 2 and~~ Lot 11, Pleasant Hill, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska which tract is also located in Tax Lot W in the Northwest ¼ of the Southeast ¼ of Section 16, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska and is described as follows:

The southerly 30.75 feet of the northerly 496.25 feet of Tax Lot W as it abuts McCorkindale Avenue to the West and the East.

This permanent easement contains 0.0145 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

1. The Grantors and their 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 Grantors are the lawful possessors of this real estate; have good, right and lawful authority to make this conveyance.

4. Grantee generated the drawing attached hereto and assumes all responsibility for any errors in the drawing and property legal description contained in this Permanent Easement

RW

*Please file & return to:*

Susan E. Prazan, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

A

IN WITNESS WHEREOF, Grantors execute this Permanent Easement on the above date.

PETER L. JOSOFF and DONNA L. JOSOFF,
Husband and Wife,
Grantors

Peter L. Josoff

Donna L. Josoff

ACKNOWLEDGMENT

STATE OF NEBRASKA )
) ss
COUNTY OF SARPY )

This instrument was acknowledged before me on 1-18-08, 2008, by Peter L. Josoff.

MARY HERRERA
General Notary
State of Nebraska
My Commission Expires Sep 13, 2010

Notary Public

ACKNOWLEDGMENT

STATE OF NEBRASKA )
) ss
COUNTY OF SARPY )

This instrument was acknowledged before me on 1-18-, 2008, by Donna L. Josoff.

MARY HERRERA
General Notary
State of Nebraska
My Commission Expires Sep 13, 2010

Notary Public

# METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

## EASEMENT ACQUISITION

FOR
GC 13253

LAND OWNER
PETER & DONNA JOSOFF
7954 CEDAR ISLAND RD
BELLEVUE, NE 68147

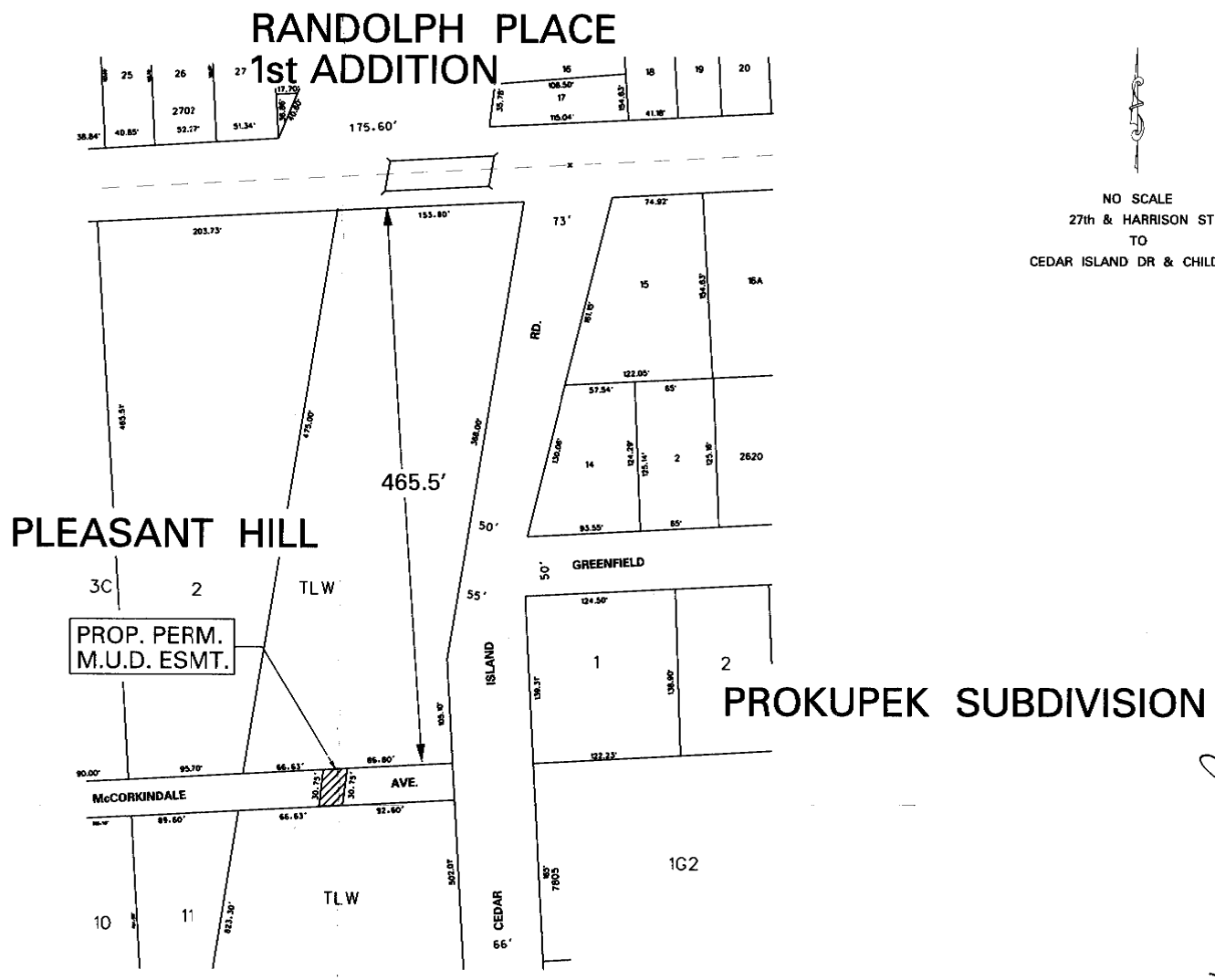
TOTAL ACRE PERMANENT 0.0145 ±

TOTAL ACRE TEMPORARY X ±

LEGEND
PERMANENT EASEMENT
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY DRR
DATE 10-12-07
CHECKED BY
DATE
APPROVED BY
DATE
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE




2008-076876

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