



MISC 2006137028



DEC 04 2006 11:18 P 3

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
12/4/2006 11:18:16.94



2006137028

PERMANENT EASEMENT

THIS AGREEMENT, made this 28<sup>th</sup> day of November, 2006 between THE THOMSEN MILE, 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 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 water 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

A tract of land in The Thomsen Mile Replat Two, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and described as follows:

The northerly thirty feet (30') of the westerly fifty feet (50') of the easterly sixty feet (60') of Lot 2.

This permanent easement contains 0.034 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by 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 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 persons executing this instrument have authority to execute it on behalf of the limited liability company.

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

Please file & return to:

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

✓ 26643

*misc*

FEE 15.50 FB OC-38394

BK/1 BK/1 C/O \_\_\_\_\_ COMP g

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





**METROPOLITAN UTILITIES DISTRICT**  
OMAHA, NEBRASKA

**EASEMENT ACQUISITION**  
FOR **WCC 10242**

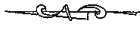
LAND OWNER  
The Thomsen Mile, LLC  
780 N. 114th Street  
Omaha, NE 68154

TOTAL ACRE  
PERMANENT 0.034 ±  
TOTAL ACRE  
TEMPORARY 0.000 ±

LEGEND  
PERMANENT EASEMENT   
TEMPORARY EASEMENT 

PAGE 1 OF 1

DRAWN BY JJG  
DATE 9-18-06  
CHECKED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REVISED BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. CH'K'D. BY \_\_\_\_\_  
DATE \_\_\_\_\_  
REV. APPROV. BY \_\_\_\_\_  
DATE \_\_\_\_\_



NO SCALE  
ELK CREEK PINES  
168TH ST. & SPAULDING ST.

