



MISC 2006049115



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 5/3/2006 11:51:20.48



2006049115

PERMANENT EASEMENT

THIS AGREEMENT, made this 28th day of March, 2006 between STRATFORD PARK 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 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, 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 Stratford Park, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and described as follows:

The northerly five feet (5') of Lot 90.

-and-

The southerly five feet (5') of Lot 375.

-and-

The southerly and easterly five feet (5') of Lot 393.

-and-

The easterly five feet (5') of Lots 384 through 392.

This permanent easement contains 0.1467 of an acre, more or less, and is shown on the attached drawing 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

Return to: Susan Prazan
 M.U.D.
 1723 Harney Street
 Omaha, NE 68102

1624746

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.

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

STRATFORD PARK DEVELOPMENT, L.L.C.,
a Nebraska limited liability company,
Grantor

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on March 28, 2006,
by Barbara Udes Shaw, Manager of Stratford Park Development, L.L.C., on behalf of
the limited liability company.

Karen K. Keen
GENERAL NOTARY - State of Nebraska
KAREN K. KEEN Notary Public
My Comm. Exp. July 26, 2009

METROPOLITAN UTILITIES DISTRICT
 OMAHA, NEBRASKA

EASEMENT ACQUISITION

FOR
 GRM 13006
 Stratford Park Subdivision

LAND OWNER
 Stratford Park Development, L.L.C.
 1920 Burt Street, Suite 165
 Omaha, NE 68154

TOTAL ACRE
 PERMANENT 0.1467 ±
 TOTAL ACRE
 TEMPORARY

LEGEND
 PERMANENT EASEMENT [diagonal lines]
 TEMPORARY EASEMENT [dotted pattern]

PAGE 1 OF 1

DRAWN BY RC HARMON
 DATE 2-24-2006
 CHECKED BY
 DATE
 APPROVED BY
 DATE
 REVISED BY
 DATE
 REV. CHK'D. BY
 DATE
 REV. APPROV. BY
 DATE

