



MISC 2007123809



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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2007123809

PERMANENT EASEMENT

THIS AGREEMENT, made this 29th day of October, 2007 between HEARTHSTONE HOMES, INC., a Nebraska corporation ("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 Turnbridge, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and being described as follows:

The easterly ten feet (10') of Lot 85 of Turnbridge.

- and -

The northerly ten feet (10') of Lot 183 of Turnbridge.

- and -

The northerly ten feet (10') of Lot 184 of Turnbridge.

This permanent easement contains 0.1324 of an acre, more or less, and is shown on the drawings 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 this 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.

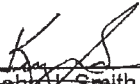

Please file & return to:

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

4. The person executing this instrument has authority to execute it on behalf of the corporation.

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

HEARTHSTONE HOMES, INC.,
a Nebraska corporation,
Grantor

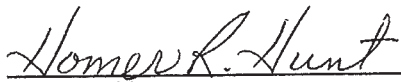
By: 
John J. Smith, President




ACKNOWLEDGMENT

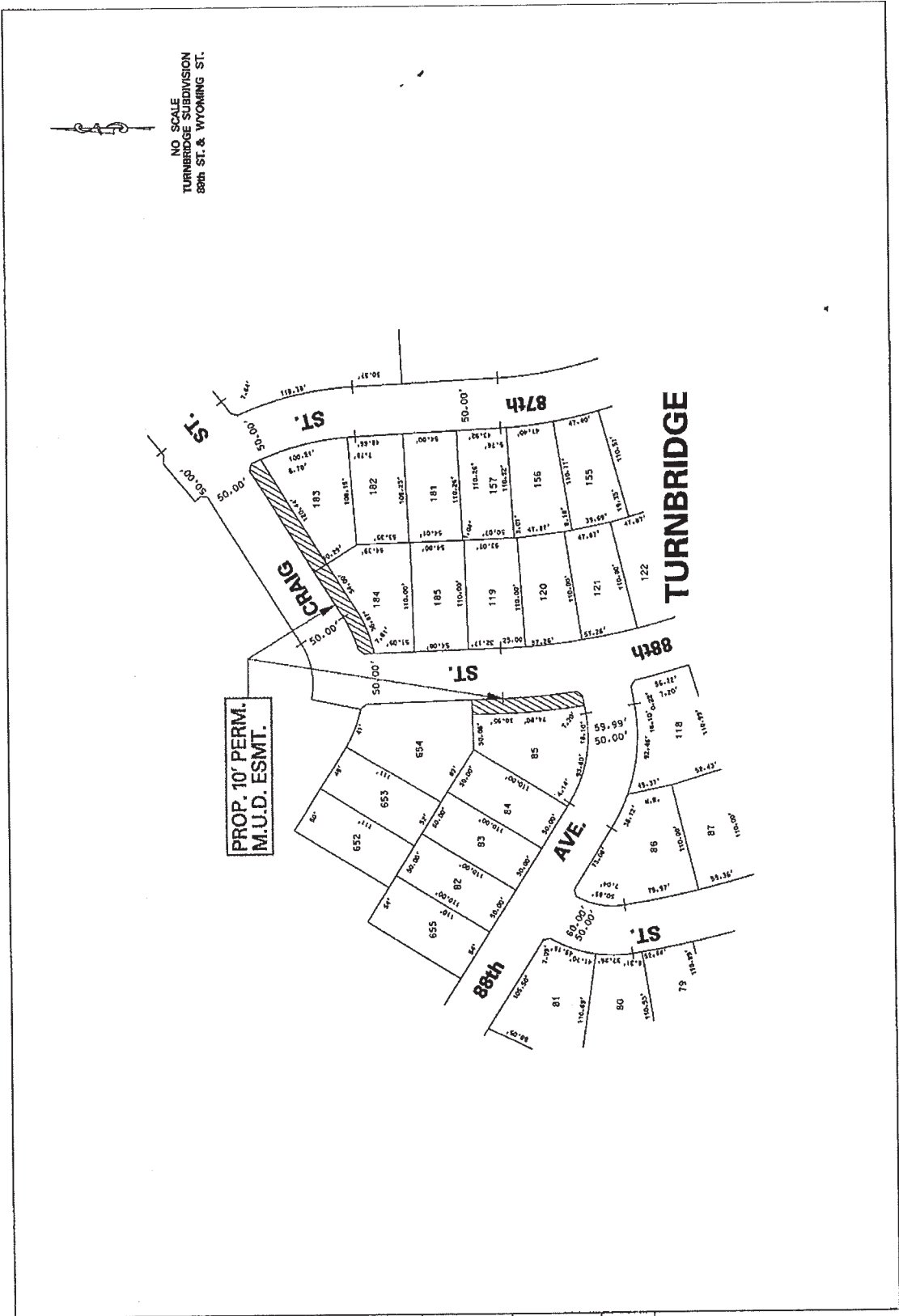
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

KENT GESCHWENDER
This instrument was acknowledged before me on OCTOBER 29, 2007,
by John J. Smith, President of Hearthstone Homes, Inc., a Nebraska corporation, on
behalf of the corporation.




Notary Public

METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	
EASEMENT ACQUISITION FOR GRM 13280	
LAND OWNER HEARTHSTONE HOMES 810 N. 96th ST. OMAHA, NE 68114	
TOTAL ACRE PERMANENT 0.3224 ± TOTAL ACRE TEMPORARY N/A ±	
LEGEND <div style="display: flex; justify-content: space-around;"> <div>  PERMANENT EASEMENT </div> <div>  TEMPORARY EASEMENT </div> </div>	
PAGE 1 OF 1	
DRAWN BY <u>DJS</u> DATE <u>8-29-07</u> CHECKED BY _____ DATE _____ APPROVED BY _____ DATE _____ REVISED BY <u>DBR</u> DATE <u>10-26-07</u> REV. CHK'D. BY _____ DATE _____ REV. APPROV. BY _____ DATE _____	



NO SCALE
 TURNBRIDGE SUBDIVISION
 88th ST. & WYOMING ST.