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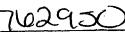


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RETURN TO:	See the Attached

**CHECK NUMBER** 



## PERMANENT EASEMENT

THIS AGREEMENT, made this O day of between WOODLAND HOMES, INC., a Nebraska corporation ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF QMAHA, 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, 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 Whispering Ridge West Replat Three, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and being described as follows:

The northerly 5 feet of Lots 1 through 5 and Outlot "A" of Whispering Ridge West Replat Three as it abuts Wirt Street to the north, as surveyed, platted and recorded in Douglas County, Nebraska.

This permanent easement contains 0.036 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

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

Susan F Prazan Attorney Metropolitan Utilities District 1723 Harney Street

Omaha, Nebraska 68102-1960

Please file & return to:

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

> WOODLAND HOMES, INC., a Nebraska corporation, Grantor

Notary Public Mulula

## **ACKNOWLEDGMENT**

STATE OF NEBRASKA	)
	) ss
COUNTY OF DOUGLAS	)

This instrument was acknowledged before me on \_\_\_ by Gerald L. Torczon, President of Woodland Homes, Inc., a Nebraska corporation, on behalf of the corporation.

UNPLATTED OM, SPARIN 33AHTA BOOIN : 5NING WHISPERING **G3TTAJ9NU** 1205 S. 150th STREET, SUITE 100 CO WOODLAND HOMES, INC. METROPOLITAN +ı **∀** 100060000800 **ACQUISITION** 0.0356± DISTRICT OMAHA, NEBRASKA **EASEMENT** LAND OWNER GERALD TORCZON OMAHA, NE. 68138 UTILITIES PERMANENT EASEMENT TEMPORARY EASEMENT

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