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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/2/2012 14:11:39.35



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PAGE DOWN FOR BALANCE OF INSTRUMENT.

RETURN TO: See the Attached

CHECK NUMBER

702930

PERMANENT EASEMENT

THIS AGREEMENT, made this 10 day of February, 2012, between WOODLAND 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, 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.

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

Please file & return to:

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

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

WOODLAND HOMES, INC., a Nebraska corporation, Grantor

By: *Gerald L. Torczon*
Gerald L. Torczon, President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on Feb. 10, 2012, by Gerald L. Torczon, President of Woodland Homes, Inc., a Nebraska corporation, on behalf of the corporation.

Doris J. Nicholson
Notary Public





METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR **GP1511**
100060000800

LAND OWNER
GERALD TORCZON
CO WOODLAND HOMES, INC.
11205 S. 150th STREET, SUITE 100
OMAHA, NE. 68138

TOTAL ACRE
PERMANENT **0.0356 ±**
TOTAL ACRE
TEMPORARY **N/A ±**

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE **1** OF **1**

DRAWN BY **JUG**
DATE **1-30-2012**
CHECKED BY **LMW**
DATE **1-30-2012**
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHKD. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

