



MISC 2008089862



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/11/2008 13:32:17.84



2008089862

PERMANENT EASEMENT

THIS AGREEMENT, made this 27th day of August, 2008 between EAST CAMPUS REALTY, LLC, 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 acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent nonexclusive 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, cc boxes, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows (the "Easement Area"):

PERMANENT EASEMENT

A tract of land in Lot 1, Midtown Crossing at Turner Park, a subdivision, as platted and recorded in Douglas County, Nebraska, and being described as follows:

The northerly ten feet (10') of the southerly one hundred thirty-six feet (136') of the easterly one hundred ten feet (110') of the westerly three hundred five feet (305'), and the southerly one hundred twenty-six feet (126') of the easterly ten feet (10') of the westerly three hundred five feet (305') of said Lot 1.

The Easement Area contains 0.0541 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

OM-268954-3

Please file & return to:

A. Justin Cooper, Attorney
 Metropolitan Utilities District
 1723 Hamey Street
 Omaha, Nebraska 68102-1960

1712739

1. The Grantor and its successors and assigns shall not at any time erect, construct or place, or permit anyone else to erect, construct or place, on or below the surface of the Easement Area, any building or structure, provided, however, notwithstanding the foregoing, the following may be placed, installed, erected or constructed on or below the surface of the Easement Area:

- (i) Pavement or a similar covering, including street paving and sidewalk paving with pavers;
- (ii) Landscaping such as shrubs, flowers, bushes, ornamental gardens and the like;
- (iii) Trees may not be placed directly over the gas main, but may be within the Easement Area upon approval of the Grantee's engineers, which shall not be unreasonably withheld;
- (iv) sanitary and storm sewer lines and appurtenances thereto;
- (v) a communications facilities consisting of conduits, cables, wires, splicing boxes and appropriate appurtenances; and
- (vi) Lighting fixtures and appurtenances.

2. Prior to commencing any work in the Easement Area pursuant to this permanent easement, Grantee shall notify Grantor, the City Public Works Department and any communications facility provider or other utility provider which has installed or is responsible for the operation or maintenance of communications or other utility lines or appurtenances within the Easement Area of the intended work. Such notification may be made in whole or in part through the use of the "one call system" currently in use in the City of Omaha or any future system hereafter implemented to give notice of intended work in the Easement Area. Grantee shall cooperate reasonably with the Grantor, the City and any such communications provider or other utility provider so as to attempt to avoid or minimize damage to communications facilities, other utility facilities or other improvements within the Easement Area, or interruption of communications or other utility service. In the event of an emergency, prior notice shall not be required, but Grantee shall give notice as soon as reasonably possible and in all events shall use reasonable efforts to avoid or minimize damage to existing communications facilities or other existing utility lines or other property, or interruption of communications or other utility service.

3. The Grantee shall restore the soil excavated for any purpose pursuant to this Permanent Easement, as nearly as is reasonably possible to its original contour and condition. Grantee shall also restore, repair or replace any landscaping, pavement, communications facilities, other utility lines or appurtenances, or other improvements that are damaged by the Grantee, its agents, employees or contractors in the performance of any work permitted by this Permanent Easement as nearly as is reasonably possible to its condition prior to such damage. Such restoration, repair or replacement work shall be performed by Grantee immediately after the Grantee's work

in the Easement Area has been performed or as soon thereafter as is reasonably possible under the circumstances using reasonable diligence. The Grantee shall cooperate reasonably with Grantor, the City and any communications facility provider or other utility provider in connection with any such restoration, repair or replacement work.

4. The Grantor represents that it is the lawful owner of the Easement Area and has good, right and lawful authority to grant this Permanent Easement to Grantee; and Grantor and its successors and assigns shall warrant and defend this Permanent Easement and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to the conveyance of this Permanent Easement. Grantee shall indemnify, defend and hold harmless Grantor against any loss, liability, damage, claim, cost or expense whatsoever for property damage or personal injury resulting from any entry on the Easement Area or work performed by Grantee, its agents, employees or contractors, except for damage or injury resulting from the negligence of Grantor.

5. The Grantor represents that person executing this instrument has authority to execute it on behalf of the Grantor.

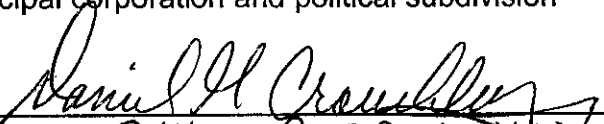
IN WITNESS WHEREOF, Grantor and Grantee have executed this Permanent Easement as of the above date.

EAST CAMPUS REALTY, LLC
a Nebraska limited liability company

By: Mutual of Omaha Insurance Company,
its sole member

By: 
John C. McClelland
Sr. Vice President - Administration

METROPOLITAN UTILITIES DISTRICT OF OMAHA,
a municipal corporation and political subdivision

By: 
Printed Name: DANIEL G. CROUNLEY
Title: SENIOR VICE PRESIDENT, GENERAL COUNSEL

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on August 27, 2008, by John C. McClelland, Senior Vice President – Administration of Mutual of Omaha Insurance Company, sole member of East Campus Realty, LLC, a Nebraska limited liability company, on behalf of the company.

Kathleen Kosmicki
Notary Public

My Commission expires: 10/31/2010

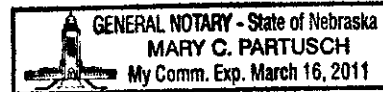


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 9th September, 2008, by Daniel G. Crouchley, Senior Vice President / General Counsel of Metropolitan Utilities District of Omaha, a municipal corporation, on behalf of the corporation.

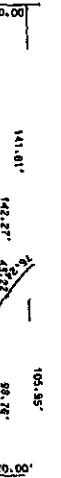
Mary C. Partusch
Notary Public

My Commission expires: March 16, 2011



IN

60'



BLOCK B

3 DODGE ST.

60'

60'

60'

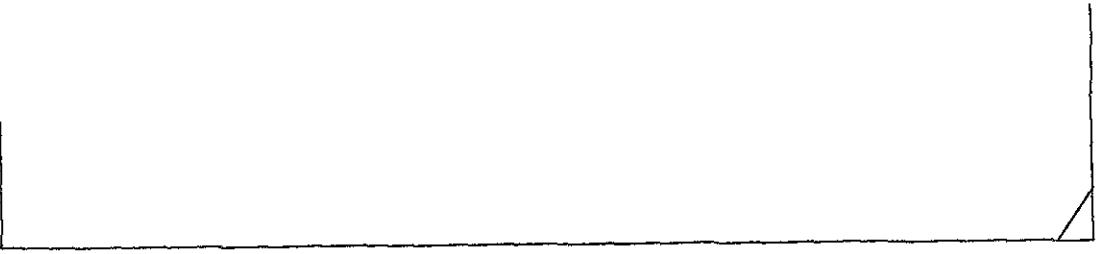
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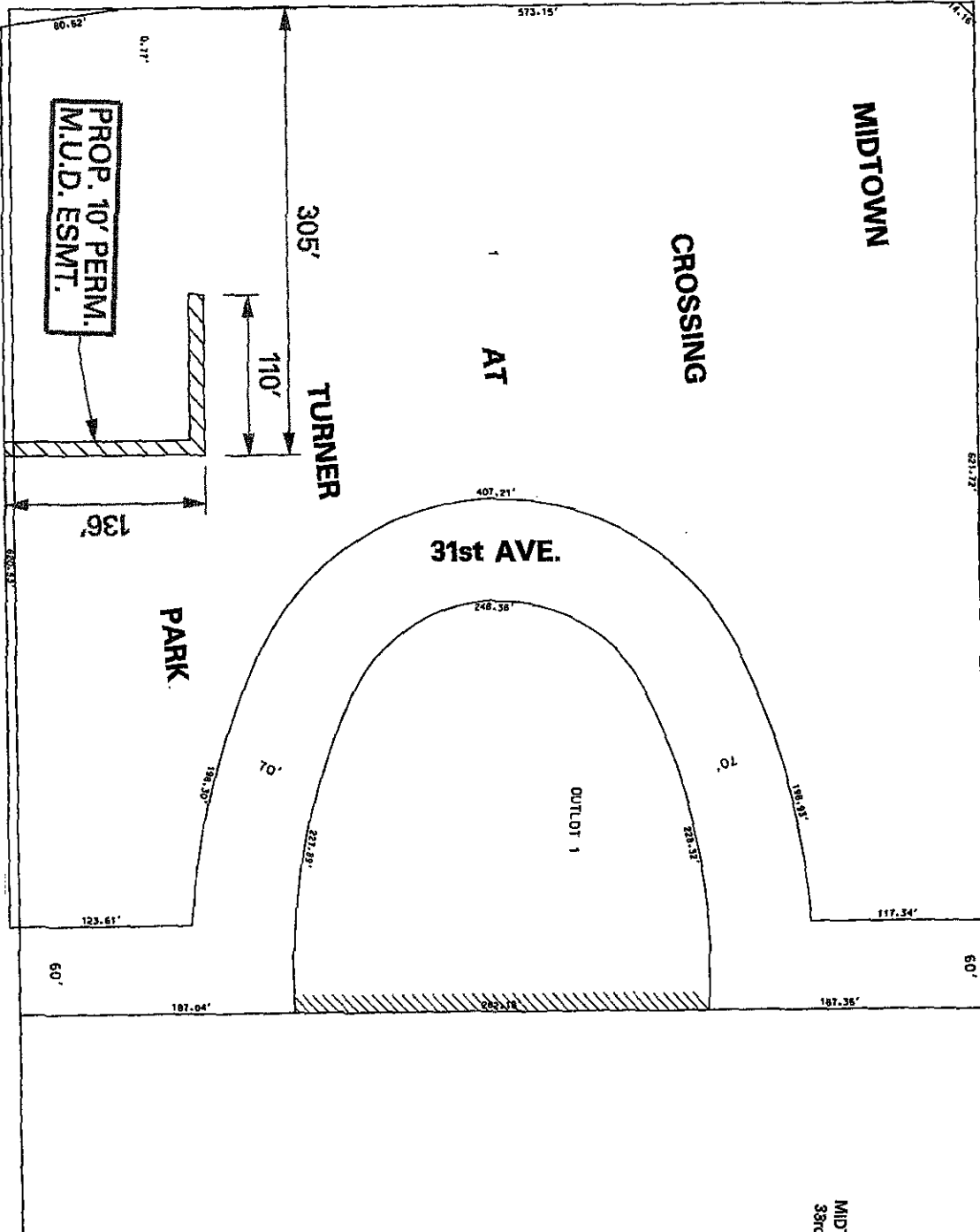
MIDTOW
33rd S'



33RD ST.

60'

60'



MIDTOWN
CROSSING

AT

TURNER

31st AVE.

PARK

OUTLOT 1

FARNAM ST.

94'

94'

387.72'

429.53'



LC