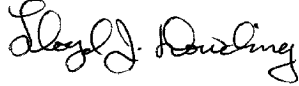



COUNTER DKH
VERIFY DKH
FEES \$ 40.00
CHG SFILE
SUBMITTED NEBRASKA LAND TITLE & ABSTR

NEBRASKA DOCUMENTARY
STAMP TAX
Mar 10, 2014
\$ Ex023 By DKH

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2014-04780
2014 Mar 10 12:48:57 PM

REGISTER OF DEEDS


MUTUAL AND RECIPROCAL PERMANENT EASEMENT

THIS MUTUAL AND RECIPROCAL PERMANENT EASEMENT (each an "Easement" and together "Easements"), made this 28 day of February, 2014, between MYTTY PROPERTIES, LLC, a Nebraska limited liability company ("Mytty"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision ("MUD"), collectively referred to as the "Parties"

WITNESS:

The Parties, in consideration for the rights mutually conveyed to each other herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to each other, their respective successors and assigns, a non-exclusive, permanent, mutual and reciprocal ingress and egress easement over each other's described parcels of lands for the purposes of ingress and egress and for inspection and compliance with applicable water management plans on, over, under and through lands generally described as follows (the "Easement Area"):

PERMANENT, MUTUAL AND RECIPROCAL EASEMENT

Lot 2

A tract of land identified as Lot 2, Hilltop Industrial Park Replat 13, as surveyed, platted and recorded in Sarpy County, Nebraska and generally depicted on the attached Exhibit "A", owned by Mytty.

Lot 3

A tract of land identified as Lot 3, Hilltop Industrial Park Replat 13, as surveyed, platted and recorded in Sarpy County, Nebraska and generally depicted on the attached Exhibit "A", owned by MUD.

1. MUD agrees to convey the rights described herein for Lot 3, Hilltop Industrial Park Replat 13 to Mytty.

Please file & return to:

Mark Mendenhall, Attorney
Metropolitan Utilities District
1723 Harney Street
Omaha, Nebraska 68102-1960

2. Mytty agrees to convey the rights described herein for Lot 2, Hilltop Industrial Park Replat 13 to MUD.
3. The Easements granted herein are limited to (i) the extent necessary to further each party's own commercial use of its respective Lot and (ii) to only the paved driveways and accessways on each Lot established for ingress and egress onto Cornhusker Road or 132nd Street.
4. Notwithstanding anything herein to the contrary, MUD shall have and does hereby expressly reserve the right to relocate, reroute, temporarily interrupt, or redesignate the Easement Area on Lot 3 herein as MUD deems reasonably necessary or desirable for the operation of MUD's business on Lot 3, provided that such relocation, rerouting, temporary interruption or redesignation shall not deprive Lot 2 from egress or ingress onto either Cornhusker Road or 132nd Street.
5. Notwithstanding anything herein to the contrary, Mytty shall have and does hereby expressly reserve the right to relocate, reroute, temporarily interrupt, or redesignate the Easement Area on Lot 2 herein as Mytty deems reasonably necessary or desirable for the operation of Mytty's business on Lot 2, provided that such relocation, rerouting, temporary interruption or redesignation shall not deprive Lot 3 from egress or ingress onto either Cornhusker Road or 132nd Street.
6. The term of the Easements shall be perpetual. The Easements are and shall be deemed to be a covenant running with the land and shall be binding upon the parties hereto and upon their successors and assigns until release upon the agreement of the then record owners of Lot 2 and Lot 3, by an instrument duly executed, acknowledged and filed in the proper office of the Register of Deeds of Sarpy County, Nebraska. Each Easement can only be amended by the written consent and agreement of the then record owners of Lot 2 and Lot 3. Any modification or amendment shall be effective when duly recorded in the office of the Register of Deeds of Sarpy County, Nebraska.
7. Mytty shall solely be responsible for repair of any and all damage to the Easement Area on Lot 3 caused by any act or omission of Mytty, its tenants, agents, employees, invitees, licensees and permittees. MUD shall solely be responsible for repair of any and all damage to the Easement Area on Lot 2 caused by any act or omission of MUD, its tenants, agents, employees, invitees, licensees and permittees. Except as expressly set forth herein, each party shall be responsible for the repair and maintenance of the Easement Area located on such party's Lot.
8. Both Mytty and MUD lawfully possess their respective parcels of land; have good, right and lawful authority to make such conveyance; and their successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless each other forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.
9. Each party (the "Indemnifying Party") and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party, its tenants, subtenants, concessionaires, licensees, successors and assigns and their respective directors, officers, members, employees, tenants, invitees, agents, representatives and affiliates from and against any and all claims, obligations, liabilities, losses, damages, causes of

action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever, to the extent such arise out of, are caused or alleged to have been caused by any action or inaction of the Indemnifying Party, its successors and assigns or their respective directors, officers, members, employees, tenants, invitees, agents, representatives and affiliates in connection with or related to, directly or indirectly, the use of the applicable Easement Areas pursuant to this Easement.

10. The person executing this instrument on behalf of Mytty has authority to execute it on behalf of Mytty.
11. The person executing this instrument on behalf of MUD has authority to execute it on behalf of MUD.
12. The failure of either party to enforce any provision of this Easement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with each and every provision of this Easement.
13. Nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement or of any of the rights and privileges conferred herein.
14. This Easement may be signed in one or more counterparts, which when taken together, shall constitute one and the same Easement.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Grantor executes this Mutual and Reciprocal Permanent Easement to be signed on the above date.

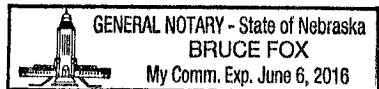
Mytty Properties, LLC,
a Nebraska limited liability company

By: [Signature]
Authorized Representative
Trey J Mytty
Printed Name
President
Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 28, 2014, by Trey J. Mytty, President of MYTTY PROPERTIES, LLC, on behalf of Mytty.



[Signature]
Notary Public

Metropolitan Utilities District of Omaha, a Municipal Corporation and Political Subdivision under the laws of the State of Nebraska

By: Ronald E. Bucher
Authorized Representative

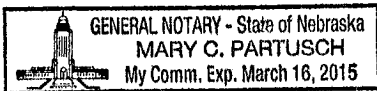
Ronald E. Bucher
Printed Name

SVP / General Counsel
Title

ACKNOWLEDGMENT

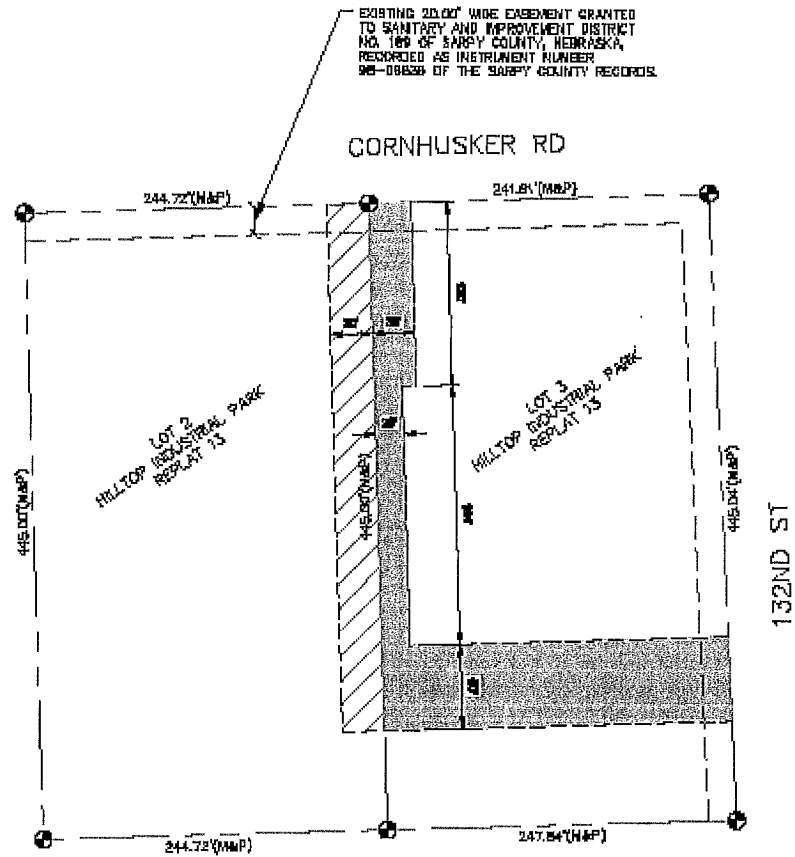
STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February 27, 2014, by Ronald E. Bucher, SVP / General Counsel of Metropolitan Utilities District of Omaha, on behalf of the District.

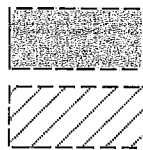
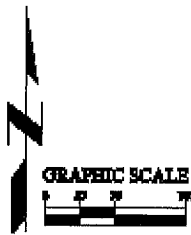


Mary C. Partusch
Notary Public

EXHIBIT "A"



Engineering ■ Architecture ■ Planning ■ Surveying



RECIPROCAL ACCESS EASEMENT - LOT 3

RECIPROCAL ACCESS EASEMENT - LOT 2

Reciprocal Access Easement Exhibit



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