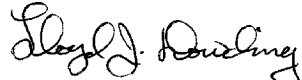



COUNTER DKH
VERIFY DKH
FEES \$ 34.00
CHG SFILE
SUBMITTED NEBRASKA LAND TITLE & ABSTR

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

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2014-04781
2014 Mar 10 12:48:58 PM

REGISTER OF DEEDS


PERMANENT EASEMENT

THIS AGREEMENT, made this 27th day of February, 2014, between MYTTY PROPERTIES, 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 hereby acknowledged, hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive driveway easement (the "Easement") for the purposes of constructing a 70 foot by 30 foot paved roadway (the "Work"), together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT, NON-EXCLUSIVE EASEMENT

The North 70 feet of the East 30 feet of Lot 2, Hilltop Industrial Park Replat 13, as surveyed, platted and recorded in Sarpy County, Nebraska, containing .048 acres more or less. Said tract is depicted on the attached Exhibit A (the "Easement Area").

1. Subject to Paragraph 3 herein, Grantee may utilize the Easement Area as a permanent driveway for ingress and egress from Cornhusker Road to Grantee's adjacent property east of the Easement Area, described as Lot 3, Hilltop Industrial Park Replat 13, as surveyed, platted and recorded in Sarpy County, Nebraska ("Grantee's Property").
2. Grantee may temporarily improve the Easement Area with concrete barriers along the poured concrete driveway and such concrete barriers may remain until such time as Grantor substantially completes its development of Lot 2, Hilltop Industrial Park Replat 13 ("Grantor's Property").
3. Grantee shall maintain the improved driveway until such time as Grantor develops Grantor's Property. At such time, Grantee may, at its option, release this Easement against Grantor's Property. If that should occur, Grantor and its successors and assigns shall be solely and individually responsible for maintenance over that portion of the driveway from Cornhusker Road that crosses Grantor's Property, and Grantee and its successors and assigns shall be solely and individually responsible for maintenance over that portion of the driveway from Cornhusker Road that crosses Grantee's Property. If Grantee does not release this Easement, then Grantee and its successors and assigns shall be solely and individually responsible for maintenance over that portion of the driveway from Cornhusker Road located in the Easement Area. Each party hereto recognizes though that each other derives a benefit from a driveway constructed and maintained in a good and workmanlike manner that allows for unimpeded access onto each other's lots from Cornhusker Road.
4. Grantee shall at all times exercise due care and diligence to avoid injury, loss or damage to Grantor's Property and will indemnify and save harmless the Grantor, its successors and assigns from any and all loss, damage or injury sustained to such property by reason of the Work.

Please file & return to:

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

5. In the event any liens are filed against Grantor's Property, or any part thereof, in connection with the Work or in connection with any act or omission of Grantee pursuant to the Easement, Grantee shall immediately commence to have the said liens discharged of record.
6. 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.
7. Grantee, subject to any applicable limitations set forth in the Political Subdivision Tort Claims Act, and its successors and assigns hereby agrees to defend, indemnify and hold harmless Grantor, 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 Grantee, 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 Easement Area.
8. Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such 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.
9. Each person executing this instrument on behalf of Grantor has authority to execute it on behalf of Grantor.
10. Each person executing this instrument on behalf of Grantee has authority to execute it on behalf of Grantee.
11. 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 and Grantee have executed this Permanent Easement as of the date first above written.

Mytty Properties, LLC,
a Nebraska limited liability company,
Grantor

By: _____
Authorized Representative

Printed Name

Title

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on February ____, 2014, by _____ of MYTTY PROPERTIES, LLC, on behalf of the company.

Notary Public

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

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

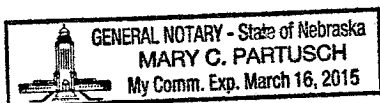
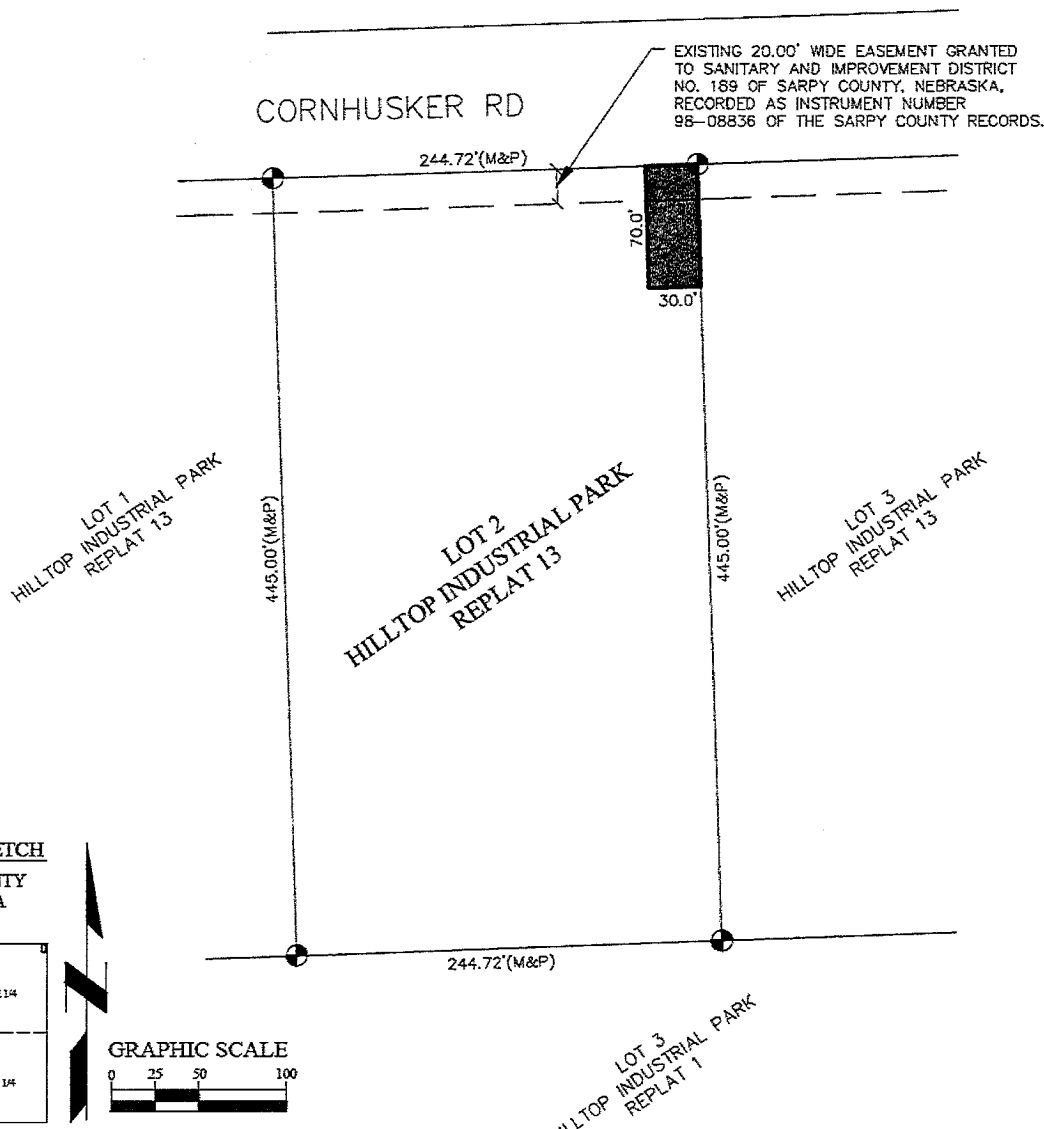


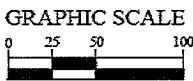
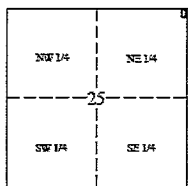
EXHIBIT "A"

EASEMENT AREA
 LOT 2, HILLTOP INDUSTRIAL PARK REPLAT 13



VICINITY SKETCH

SARPY COUNTY
 NEBRASKA
 R-11-E



LEGEND

- MONUMENT FOUND
 (5/8" REBAR WITH PLASTIC
 CAP STAMPED RLS #308)
- MONUMENT SET
- D DEEDED DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- R RECORDED DISTANCE

EASEMENT DESCRIPTION:

THE NORTH 70.0 FEET OF THE EAST 30.0 FEET OF LOT 2, HILLTOP INDUSTRIAL PARK REPLAT 13, OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE SIXTH P.M., SARPY COUNTY, NEBRASKA, CONTAINING 0.048 ACRES, MORE OR LESS.

DATE	2/11/14
SCALE	1"=100'
DRAWN	JLM
JOB NO.	130993.00
FIELD BOOK	SARPY CO #6
FIELD WORK	MF/KT
SHEET	1 OF 1
FILE NO.	

JEO CONSULTING GROUP INC
 800.723.8567
 Omaha, NE 402.934.3680
 www.jeo.com