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INSTRUMENT NUMBER
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REGISTER OF DEEDS


TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement"), made this 28 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 Metropolitan Utilities District of Omaha, its successors and assigns, a non-exclusive, temporary construction easement for the purposes of grading dirt and earth, moving dirt and earth, removing dirt and earth, constructing, improving and inspecting, substantially as shown on Exhibit "A" attached hereto and incorporated by reference (the "Work"), together with the right of ingress and egress on, over, under and through lands described as follows (the "Easement Area"):

TEMPORARY CONSTRUCTION EASEMENT

Lot 2, Hilltop Industrial Park Replat 13, as surveyed, platted and recorded in Sarpy County, Nebraska and as depicted on that certain plat recorded as Instrument 2013-34393, Sarpy County Register of Deeds.

1. Grantee and its contractor shall have immediate access to and over and across the Property described above and may begin Work in accordance with site improvement plans ("Plans"), which shall be approved in writing, by each party hereto.
2. The rights granted herein shall remain and be valid until such time as the Work is completed by Grantee or its contractor in accordance with the Plans, at which time this temporary construction easement shall automatically terminate and expire. Grantee estimates that such Work will be completed within 60 days of the start of such construction improvements.

Please file & return to:

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

3. Grantee, its successor and assigns, shall at all times exercise due care and diligence to avoid injury, loss or damage to the 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.
4. 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.
5. 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.
6. 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.
7. The 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.
8. Each person executing this instrument on behalf of Grantor has authority to execute it on behalf of Grantor.
9. Each person executing this instrument on behalf of Grantee has authority to execute it on behalf of Grantee.
10. This Easement may be signed in one or more counterparts, which when taken together, shall constitute one and the same Easement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Temporary Construction Easement as of the date first above written.

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

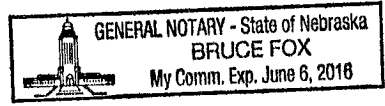
By: [Signature]
Authorized Representative
Trey J Mytty
Printed Name
President
Title

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 the company.

[Signature]
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

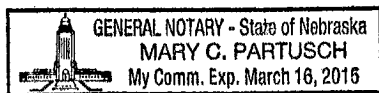
Ronald E. Bucher
Printed Name

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"

Depiction of Grading Plans

