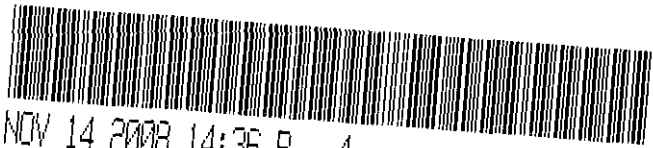




MISC 2008110286



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 4/1 FEE 2050 PR 01-28706
 BWP _____ CVO _____ COMP MB
 DEL _____ SCAN _____ PV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/14/2008 14:36:23.96

 2008110286

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PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: MDDOI

Check Number

PERMANENT EASEMENT

THIS AGREEMENT, made this 6 day of November, 2008 between 121 COURT, 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 permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, hydrants, and pipeline markers (the "Water Lines") together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Lot 3 of Omaha Works Industrial Park Replat 4, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and being described as follows:

The westerly twenty-five feet (25') of the easterly forty-five feet (45') of the southerly one hundred ninety feet (190') parallel to the property line along 121st Plaza on the east and abutting the right-of-way line of "I" Street on the south.

This permanent easement contains 0.10 of an acre, more or less, and is shown on the drawings attached hereto and made a part hereof by this reference (the "Easement Area").

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 be responsible for all restoration and replacement of any soil and/or excavated or damaged pavement for any purpose hereunder, as nearly as is reasonably possible to its original condition within a reasonable time after the work is performed. In addition, the Grantee shall indemnify, defend and hold the Grantor harmless from and against any and all liabilities, damages, losses, expenses or other obligations arising from or related to (i) the installation, maintenance, use, operation, repair, replacement and removal of any Water Lines, or any part thereof, including without limitation, cost to restore the surface of the Easement Area in connection with any maintenance or repair of the Water Lines, (ii) the access and/or use of any portion of the Easement Area by the Grantee or any of its employees, agents, contractors or invitees, and (iii) the failure by the Grantee to properly maintain and/or repair the Water Lines, including without limitation any damages suffered to the Grantor's property, or otherwise perform any of its obligations hereunder.

Please file & return to:

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

METROPOLITAN

**UTILITIES
DISTRICT**
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR
WP1048

100059000080

LAND OWNER
SPECIALTY FINISHING
CO 121 COURT LLC
GARY M. GOTSCHNER
11404 W. DODGE ROAD SUITE 500
OMAHA, NE 68154-2584
(402) 492-9200

TOTAL ACRE
PERMANENT 0.10 ±

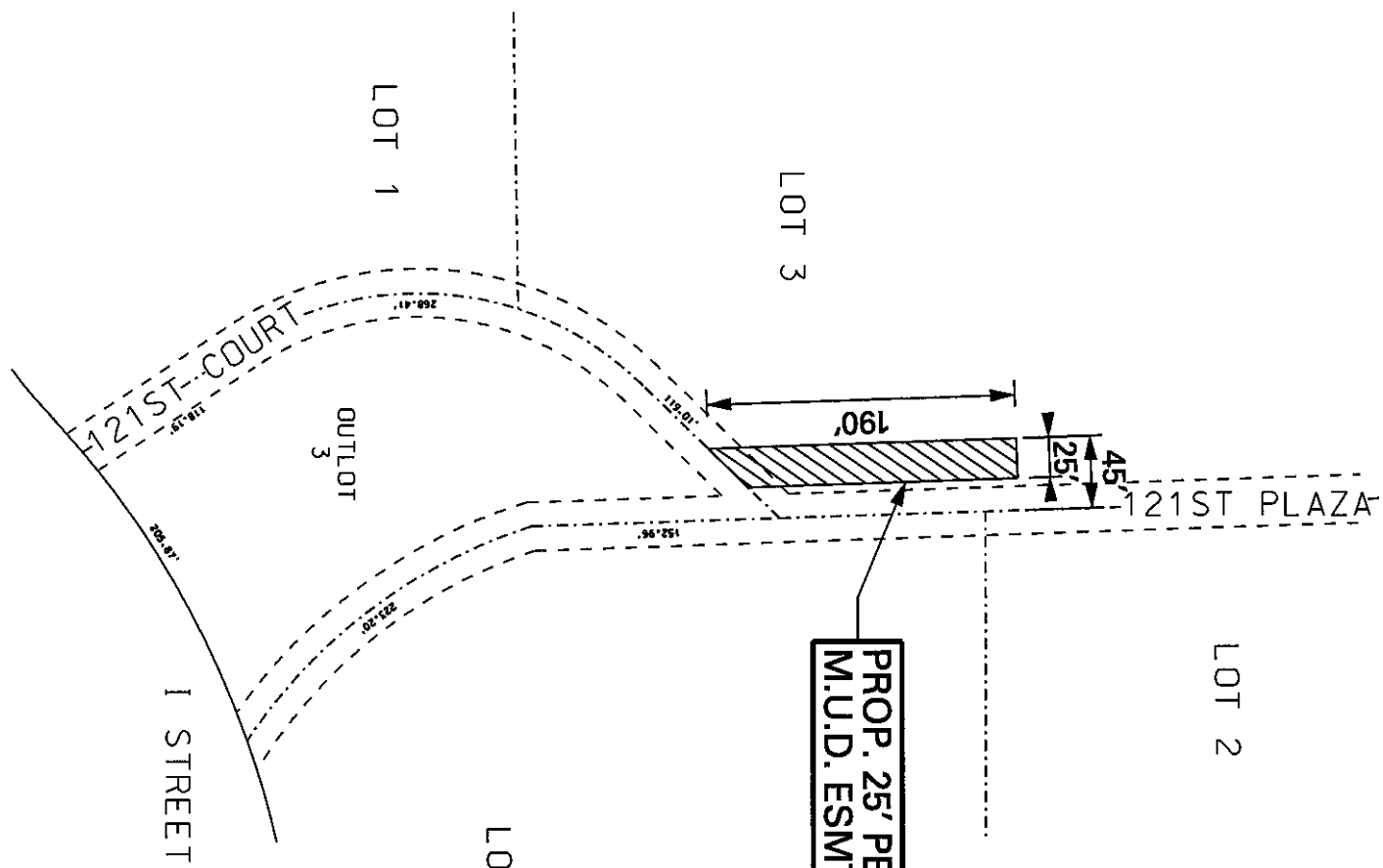
TOTAL ACRE
TEMPORARY NA ±

LEGEND
PERMANENT EASEMENT [Hatched Box]
TEMPORARY EASEMENT [Dotted Box]

PAGE 1 OF 1

DRAWN BY MKM
DATE 10/13/2008
CHECKED BY MKM
DATE 10/13/2008
APPROVED BY MKM
DATE 10/13/2008
REVISED BY
DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE

**OMAHA
WORKS
INDUSTRIAL PARK
REPLAT 4**



**OMAHA
WORKS
INDUSTRIAL PARK
REPLAT 5**

NO SCALE
121st & I