



MISC 2006139153



DEC 08 2006 10:36 P 5

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
12/8/2006 10:36:58.71



2006139153

PERMANENT EASEMENT

THIS AGREEMENT, made this 4<sup>th</sup> day of December, 2006 between BENSON PARK PLAZA, L.L.C., 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 gas and water and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, hydrants, and pipeline markers, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

Tracts of land in Lots 1, 2, and 3 in Benson Park Plaza Replat 3, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska and described in Exhibit A, Exhibit "B" and Exhibit "C" attached hereto and by this reference made a part hereof.

This permanent easement contains 0.401 of an acre, more or less.

TO HAVE AND TO HOLD said Permanent Easement to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

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. Fencing, landscaping, trees, and signage are allowed as long as the same do not presently or potentially unreasonably interfere with the Grantee's use and enjoyment of its easement rights herein conveyed.

2. Grantee shall use and maintain the easement tract and all equipment and facilities of Grantee in a manner which will cause the least disruption to Grantor's possession and operations on the property adjacent to the easement tract (and Grantor's use of the surface of the easement tract itself, if feasible given the nature of the equipment and facilities installed by Grantee) as is reasonably practicable under the circumstances.

3. Grantee shall at all times maintain its equipment and facilities in the easement tract in good condition and repair. Grantee shall promptly complete all construction, installation and maintenance and repair work within the easement tract and shall restore the areas affected by such work to substantially the same condition as existed prior to the start of such work, except for the permanent improvements installed by Grantee within such area.

4. Grantee shall be liable for any and all damages arising out of its exercise of its rights herein conveyed, to the extent allowed and determined by the laws of the State

Please file & return to:

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

*misc*  
5/3 FEE 26.50 FB 43.00 449  
SHP \_\_\_\_\_ C/O \_\_\_\_\_ COMP *JK*  
DEL. \_\_\_\_\_ SOLN \_\_\_\_\_ EV \_\_\_\_\_

of Nebraska, including but not limited to comparative negligence and political subdivision tort claims statutes, and only when said damages are proximately caused by the negligence of the Grantee.

5. Nothing herein shall be construed to waive any right of Grantor or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

6. The Grantor is a 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.

7. The person executing this instrument represents that he has authority to execute it on behalf of the Grantor company and on behalf of the manager corporation.

IN WITNESS WHEREOF, Grantor executes this Easement and Right-of-Way to be signed on the above date.

BENSON PARK PLAZA, L.L.C. a Nebraska limited liability company, Grantor

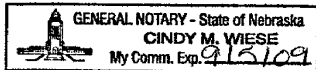
BY: NORTHWOOD PROPERTIES, INC., a Nebraska corporation, Manager

By: *Randall R. Lenhoff*  
Randall R. Lenhoff, President

ACKNOWLEDGMENT

STATE OF NEBRASKA    )  
  ) ss  
COUNTY OF DOUGLAS )

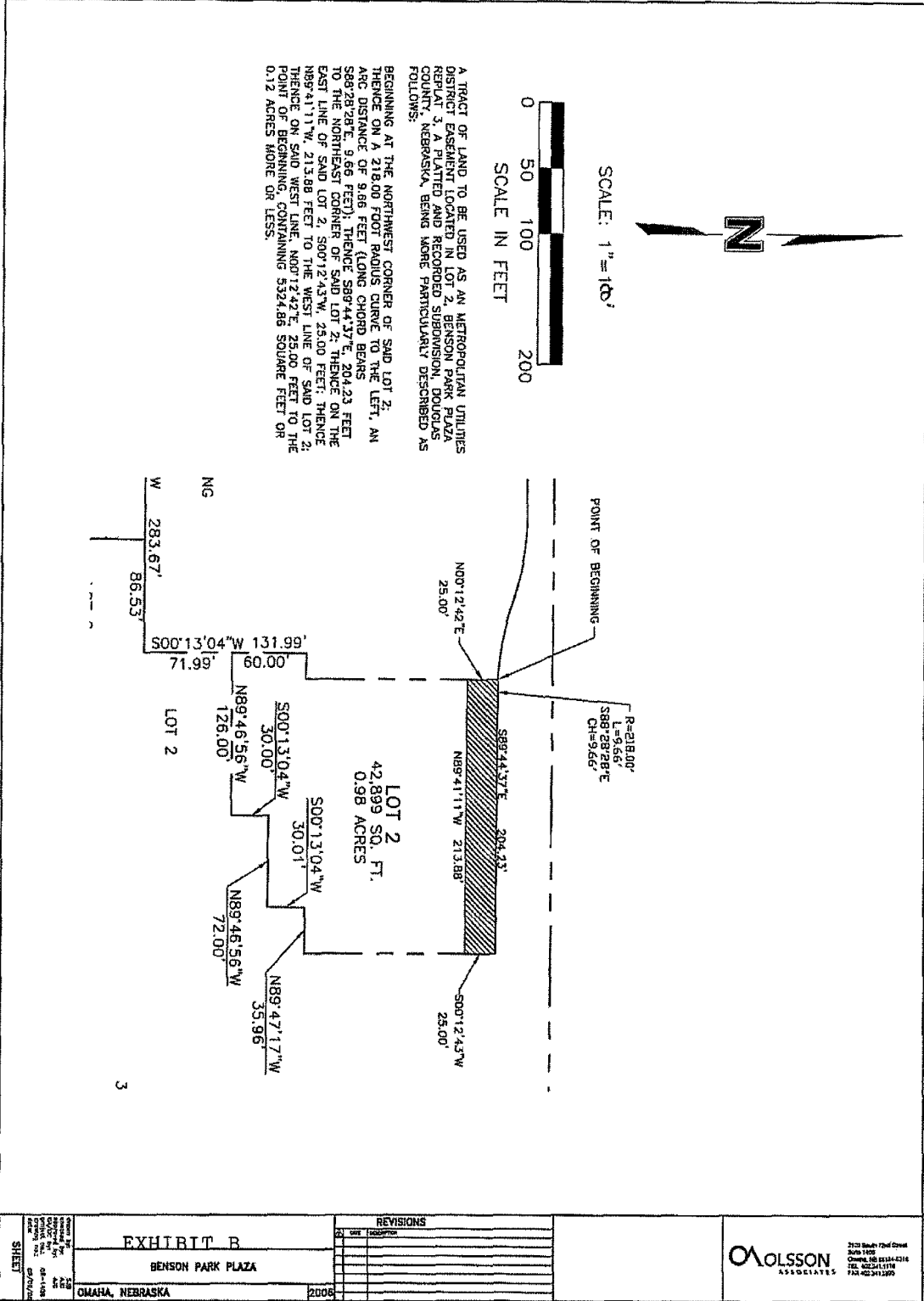
This instrument was acknowledged before me on December 4, 2006, by Randall R. Lenhoff, President of Northwood Properties, Inc., a Nebraska corporation and Manager of Benson Park Plaza, L.L.C., a Nebraska limited liability company, for and on behalf of both said corporation and said limited liability company.



*Cindy M. Wiese*  
Notary Public



DWG: F:\Projects\20061409\Survey\LOT2.dwg USER: trothanzi  
 DATE: Nov 28, 2006 1:50pm XREFS: 65x11



3

<p><b>EXHIBIT B</b></p> <p>BENSON PARK PLAZA</p> <p>OMAHA, NEBRASKA</p>	<p>2006</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION													<p><b>MOLSSON ASSOCIATES</b></p> <p>2123 South 174th Street          Omaha, NE 68134-2216          TEL: 402.241.5116          FAX: 402.241.5895</p>
	NO.	DATE	DESCRIPTION															
<p>PROJECT NO. 20061409</p> <p>DATE: 11/28/06</p> <p>DRAWN BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>SHEET</p>	<p>2006</p>																	

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 DATE: Nov 28, 2006 3:15pm XREFS: 85x11

