

Counter SLP  
Verify JW  
D.E. JW  
Proof JW  
Film \_\_\_\_\_  
Mail \_\_\_\_\_  
Fee # 15.50  
Ck  Cash  Ctg

95-13259  
INSTRUMENT NUMBER  
95-13259  
95 AUG 16 AM 9:54  
*Sharon J. [Signature]*  
REGISTER OF DEEDS

**EASEMENT AND RIGHT-OF-WAY**

THIS INDENTURE, made this 7<sup>th</sup> day of August, 1995, between F & J ENTERPRISES, INC., a Nebraska Corporation, hereinafter referred to as "Grantor", and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, hereinafter referred to as "Grantee",

**WITNESSETH:**

That Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, together with the right of ingress and egress to and from the same, on, over, under and through lands described as follows:

**PERMANENT EASEMENT**

A tract in Centech Business Park, a subdivision, as platted and recorded in Sarpy County, Nebraska, and being described as follows:

The Eastern fifteen (15) feet of Lot 3.

Said tract contains 0.104 of an acre, more or less, and is shown on the drawing attached.

TO HAVE AND TO HOLD said Easement and Right-of-Way unto the said 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 easement tract any building or structure, except pavement and shall not permit anyone else to do so.
2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
3. 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.
4. The Grantor is a lawful possessor of this real estate; has good, right, and lawful authority to make such conveyance; and Grantor and its executors, administrators, 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.

Return to: TJ Secret  
MUD Law Dept  
1723 Harney Street  
Omaha, NE  
1-811-1960

5. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

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

F & J ENTERPRISES, INC., a  
Nebraska Corporation, Grantor

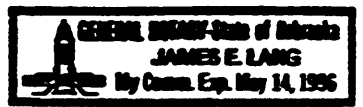
(Corporate Seal)

By: Frank Krejci  
Frank Krejci, President and on  
behalf of F & J Enterprises

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
                                  ) ss  
COUNTY OF Douglas )

This instrument was acknowledged before me on August 7, 1995, by Frank Krejci, President of F & J Enterprises, Inc., a Nebraska Corporation, and acknowledged same to be the voluntary act and deed of said individual and corporation.



James E. Lang  
Notary Public

95-13259B

**METROPOLITAN  
UTILITIES  
DISTRICT  
OMAHA, NEBRASKA**

**EASEMENT  
ACQUISITION**  
FOR  
**W.C.C. 7433**

LAND OWNER

FRANK HERGEN, & A. J. BERTCHOFF, INC.  
2822 N. 27TH ST.  
OMAHA, NE, 68104

TOTAL ACRES  
PERMANENT 0.164 ±  
TOTAL ACRES  
TEMPORARY \_\_\_\_\_

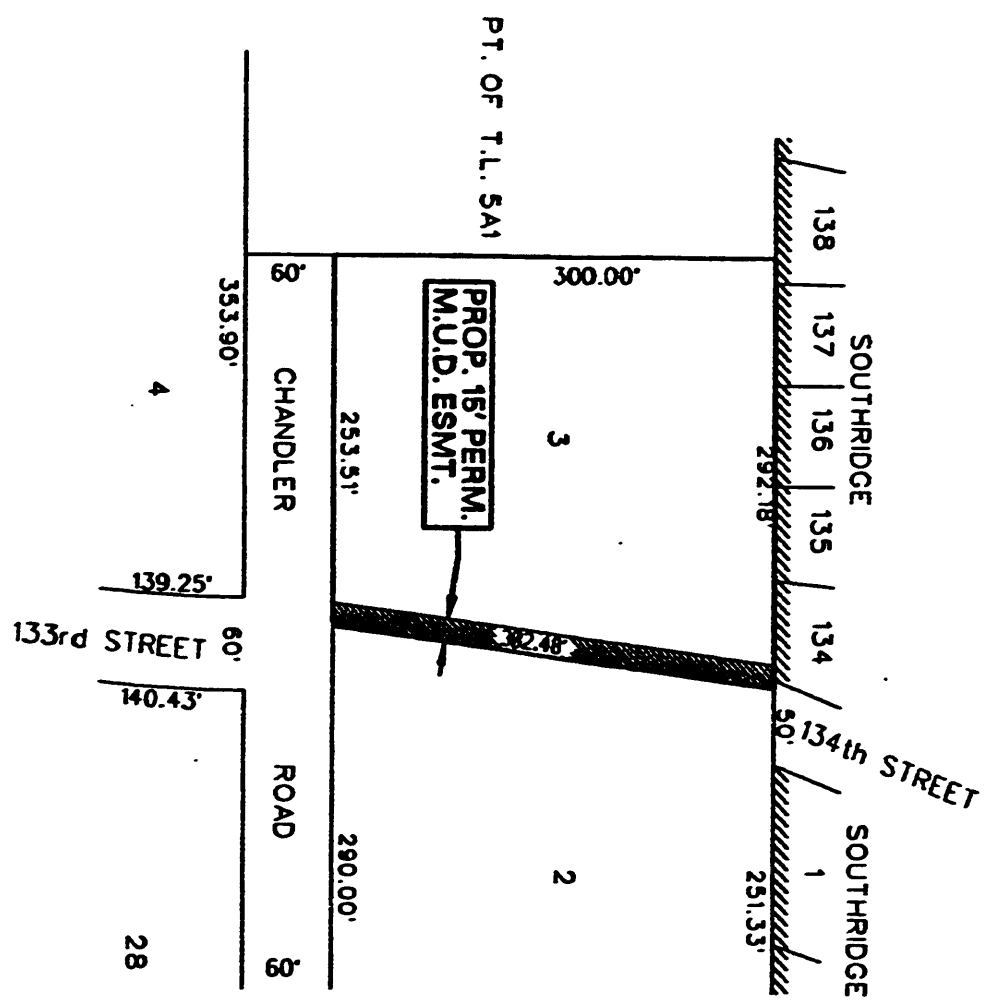
LEGEND



PERMANENT EASEMENT  
TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY            **SM**  
DATE 07-28-98  
CHECKED BY             
DATE 7-19-98  
APPROVED BY             
DATE 7-20-98  
REVISED BY             
DATE             
REV. CHK'D. BY             
DATE             
REV. APPROV. BY             
DATE           



NO SCALE  
CENTCH BUSINESS PARK  
132ND ST. AND CHANDLER RD.