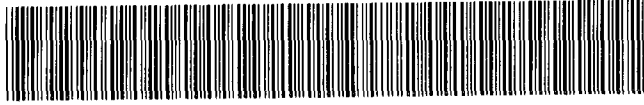




MISC 2016029737



APR 25 2016 11:26 P 2

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FEE 16.00 FB 58.35658

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BKP EXAM PD

IND SCAN PRF CP/CP

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/25/2016 11:26:28.38



2016029737

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: _____

MUDDI _____

CHECK NUMBER

809823

Above Reserved for Register of Deeds

No. 9474

Commercial Private Line Agreement

This agreement, between Metropolitan Utilities District of Omaha ("District"), and John T Spawjat
LORETO LLC ("Owner"), witness: _____

For valuable consideration, including the payment of a private water line fee in the amount set forth in the District's current Billing Price Book, the District grants a permit to Owner, subject to the District's Water Rules and Regulations which are incorporated herein, to make a connection for the supply of water to a single, existing structure or a planned structure on the following described real estate in Douglas County, Nebraska:

The Shoppes at Loreto Replat 1 Lot 2 (DN)

more commonly known as 2322 N. 90th St. (Street Address).

If the real estate is included in a Water Main District and becomes subject to assessment for the extension of a water main, Owner and Owner's successors shall waive and hereby waive all objections to the creation of the Water Main District and to the levy and assessment of a special tax against the real estate to pay the cost of the extension of a water main.

This permit is granted for a period of 10 years from the date of execution of this agreement. At the expiration of the 10-year period, Owner shall abandon the private water line in accordance with the Water Rules and Regulations. Owner may connect to any water main designated by the District and abutting the property at that time, after payment of any applicable fees. The private line fee paid shall be a partial credit to any future connection charge or water main assessment unless there has been a change of service usage. If a water main does not abut the property at the end of such period, Owner may continue to utilize the private line until such time as the main is extended and abutting the property at which time the Owner shall abandon the private water line and may connect to the main, or until such time as the District, at its sole discretion and for any reason it deems appropriate may revoke this permit. This private water line shall not be used to provide water to more than one structure or to any structure subsequent to the existing structure or the planned structure, for which this permit was granted, except as otherwise provided in the Water Rules and Regulations.

This agreement shall run with the property and be binding upon the parties, their successors, grantees, heirs or representatives.

Metropolitan Utilities District of Omaha

Signature of Owners:

By: [Signature] 4/15/16
Name Date

LORETO LLC
John T Spawjat 4-11-16
Name MANAGING PARTNER
Metropolitan Utilities District of Omaha (DN)
Name Date

Title: C.O.O.

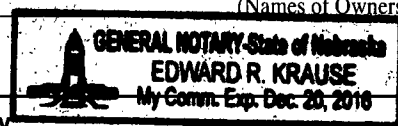
Approval Law Department:

Ronald E Bunker 4-15-16

State of Nebraska)
)ss
County of Douglas)

This instrument was acknowledged before me on APRIL 11, 2016 (Date), by
John T Spawjat (Names of Owners).

Notary Public [Signature] Notary Stamp:



For M.U.D. Use Only

Application Fee: N/A Invoice # N/A Private Line Fee \$5218.00 Invoice # 3933

Waiver Filing Fee: _____

Owner's mailing address:
8930 So. 137th Cir #2
OMAHA, NE

Return to:
M.U.D.
Builder & Contractor Services
1723 Hamey St.
Omaha, NE 68102-1960