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EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this <u>29</u> day of <u>Tuly.</u>, 199<u>8</u>, between F & J ENTERPRISES, INC., a Nebraska Corporation, ("Grantor"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

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, including but not limited to one hydrant, three manholes, and one small valve box, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land in Echo Hills, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska, described as follows:

The easterly ten feet (10') of Lot 3 and the westerly five feet (5') of the easterly fifteen feet (15') of the north one-hundred-ten feet (110') of Lot 3.

This permanent easement contains 0.199 of an acre, more or less, and is shown on the attached drawing.

TEMPORARY CONSTRUCTION EASEMENT

A tract of land in Echo Hills, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska, described as follows:

The westerly fifty feet (50') of the easterly sixty feet (60') except the north one-hundred-ten feet (110') of Lot 3 and the westerly fifty feet (50') of the easterly sixty-five feet (65') of the north one-hundred-ten feet (110') of Lot 3.

This temporary easement contains 0.929 of an acre, more or less, and is shown on the attached drawing.

TO HAVE AND TO HOLD this Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

- 1. The Grantee shall install the main such that it will be nine feet (9') deep where the existing grade is higher than the grade of the right-of-way adjoining the property to the east, and five feet (5') deep in the area where the existing grade is level with the grade of the adjoining right-of-way to the east.
 - 2. The Grantor and its successors and assigns shall not at any time

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erect, construct or place on or below the surface of the easement tract any building or structure except pavement and similar covering, and shall not permit anyone else to do so. Notwithstanding any other provision contained herein to the contrary, the Grantor, and its successors and assigns, shall have the right to lower the existing grade of the easement up to four feet; provided however, Grantor and its agents, employees, successors and assigns shall use reasonable care to locate and protect Grantee's main from damage whenever such grading takes place.

- 3. The Grantee shall restore the surface of any soil excavated or otherwise disturbed for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
- 4. 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.
- 5. 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.
- 6. The temporary construction easement and all associated rights, duties, obligations, terms and conditions cited herein shall commence with construction of the main and shall terminate ninety (90) days after the completion of the main.
- 7. The person executing this instrument represents that he has authority to execute it on behalf of the corporation.

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

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

By: Srank Krejci
Frank Krejci
Title: Prendert

ACKNOWLEDGMENT

STATE OF NEBRASKA)	
	•	SS
COUNTY OF DOUGLAS)	

This instrument was acknowledged before me on <u>July 29</u>, 199<u>B</u>, by Frank Krejci, <u>Paudanf</u> of F & J Enterprises, Inc., a Nebraska Corporation, on behalf of the corporation.

GENERAL NOTARY-State of Nebraska
JAMES E. LANG
My Comm. Exp. Sept. 23, 2000

Notary Public

-20243B HWY. 50; CHANDLER RD. TO ECHO HILLS DR. NO SCALE ECHO HILLS (144 TH ST.) PART OF LOT 3 ECHO HILLS 20 8 20 HIGHWAY .J.9.N —d∧oЯ CHYNDFEB METROPOLITAN W.C.P. 8104-2 0.929 ± ACQUISITION 0.199 ± DISTRICT OMAHA, NEBRASKA D.R.B./J.J.G. **EASEMENT** F & J ENTERPRISES ELKHORN, NE. 68022 UTILITIES 3202 N. 216TH ST. TEMPORARY EASEMENT PERMANENT EASEMENT DRAWN BY D.H.BUJA Р LEGEND DATE
REV. CHK'D. BY
DATE
REV. APPROV. BY
DATE TOTAL ACRE
TEMPORARY LAND OWNER TOTAL ACRE PAGE FOR

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