

PERMANENT EASEMENT

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
BIG PAPILLION CREEK CHANNEL IMPROVEMENT PROJECT

TRACT 901

FOR AND IN CONSIDERATION OF the payment of the sum of ONE HUNDRED FIFTY-FIVE DOLLARS (\$155.00) and other good and valuable consideration, the receipt of which is acknowledged, JOAN E. MORITS, a single person (hereinafter called "the GRANTOR"), for herself and for her heirs, successors and assigns, does hereby grant, bargain, sell, convey and confirm unto the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter called "the DISTRICT") and its successors and assigns, a permanent and assignable Easement, hereinafter described, in, over and upon a defined parcel of land consisting of a portion of Lot Eight (8), Fairway Villas, a subdivision of the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, such defined parcel of land (hereinafter referred to as the "Easement Area") being more particularly described in the legal description attached hereto as Exhibit "1" and incorporated herein by reference.

1. Pursuant to this Easement, the DISTRICT and its successors and assigns, and the United States Army Corps of Engineers, and their respective officers, agents, employees and contractors, shall have the permanent and non-exclusive right to enter the Easement Area and to preserve and maintain the surface, height and slope of the Westerly face of the earthen embankment now existing in the Easement Area and the vegetative cover thereon, and shall have the permanent right to utilize the Westerly face or slope of such embankment as a component of the DISTRICT's Big Papillion Creek flood control levee system.

2. The consideration recited herein shall constitute payment in full for any and all damages sustained by the GRANTOR and her heirs, successors and assigns by reason of the exercise of any of the rights or privileges herein described or granted, except physical (i.e., structural or cosmetic) damages to the GRANTOR's condominium unit that may be caused during the DISTRICT's construction, maintenance or repair activities. The GRANTOR, further, acknowledges compliance by the DISTRICT with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq., as amended).

3. The GRANTOR, for herself and for her successors and assigns, covenants and agrees that she is the owner of the Easement Area and that she has good right to convey this Easement over the

\_\_\_\_\_ ("Borrower"),

Trust") to be entered into among

\_\_\_\_\_ ("Trustee"),

\_\_\_\_\_ ("Lender"),

BRASKA 88134  
TO  
D. IN DOUGLAS

is a trust deed and not a  
and rights and obligations to the

eed of Trust.

*J. Biles*

*J. Biles*

BY \_\_\_\_\_ 1991

\_\_\_\_\_ in said County.

*O. Keller*

Notary Public  
AS G. KILLIAN  
Exp. Jan. 26, 1995

C/O \_\_\_\_\_ FEE \$50  
DEL *MC*  
KP F/B *63-37440*

same; and, that she will warrant and defend the title to this Easement against all lawful claims and demands of all persons whomsoever.

4. This Easement shall not pass, nor be construed to pass, to the DISTRICT, any fee simple interest or title in or to Easement Area.

IN WITNESS WHEREOF, this Easement is executed by the GRANTOR this 27<sup>th</sup> day of JUNE, 1991.

*Joan E. Moritz*  
JOAN E. MORITZ

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } SS.

On this 27 day of June, 1991, before me, a Notary Public in and for said County, personally came the above named

JOAN E. MORITZ, a single person

who is personally known to me to be the identical person(s) whose name is affixed to the above instrument as Grantor, and she acknowledged the execution of said instrument to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

*Darlene L. Raymond*  
Notary Public



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BOOK 979 PAGE 715

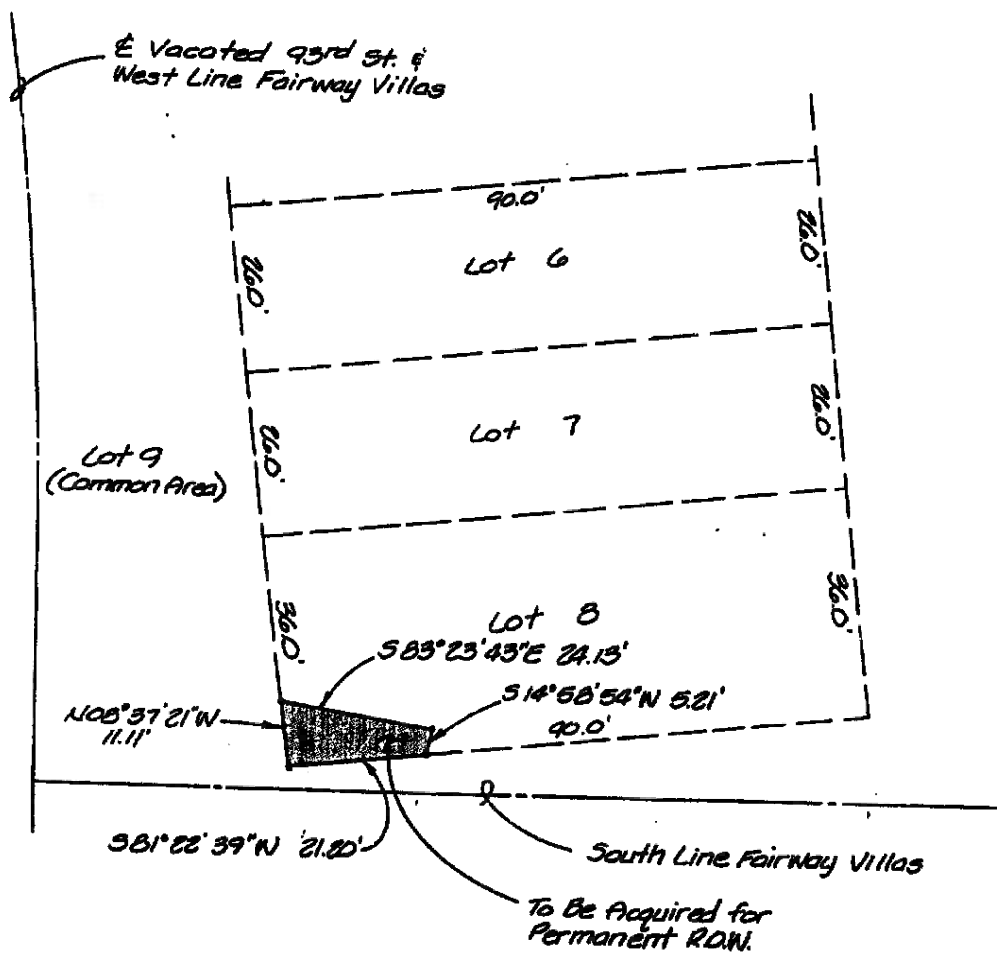
LEGAL DESCRIPTION  
TRACT 901  
PERMANENT EASEMENT

PART OF LOT 8, FAIRWAY VILLAGES, AS PLATTED AND RECORDED, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, THENCE E 08°37'21" V (ASSUMED BEARING) 11.11 FEET ALONG THE WEST LINE OF LOT 8, THENCE S 83°23'43" E 24.13 FEET, THENCE S 14°58'54" V 5.21 FEET TO THE SOUTH LINE OF LOT 8, THENCE S 81°22'39" V 21.20 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. DESCRIBED EASEMENT CONTAINS 175 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

THE SCHEMNER ASSOCIATES INC.  
1044 N. 115TH STREET  
OMAHA, NEBRASKA 68154  
OCTOBER 23, 1990  
TSA PROJECT NO. 323102

Tract No. 901

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Misc #  
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BK 979 N 87/477 C/O FEE 20<sup>00</sup>  
 PG 73-74 N DEL MC We  
 OF MBE COMP VP F/B 57-11905

RECEIVED  
 SEP 30 3 06 PM '91  
 REGISTERED PROFESSIONAL ENGINEER  
 DRUGS COUNTY, NE

**THE SCHEMME ASSOCIATES INC.**  
 ARCHITECTS · ENGINEERS · PLANNERS

DESIGNED WAF DRAWN GJ CHECKED WAF DATE Oct. 1990 SHEET NO.  
 TSA FORM 26-27 1-78

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