

EASEMENT

THIS EASEMENT AGREEMENT made this 15th day of June, 1967, by and between JOHN J. MORITZ and MARION J. MORITZ, husband and wife, hereinafter called the "Grantors", and the CITY OF MILLARD, Douglas County, Nebraska, a municipal corporation, hereinafter called "Millard";

W I T N E S S E T H :

1. That the Grantors in consideration of the sum of One (\$1.00) Dollar and other valuable consideration to them in hand paid by Millard, receipt of which is hereby acknowledged, do hereby give, grant, sell, convey and confirm unto Millard and its assigns forever a perpetual easement over, on, and under the property described in Exhibit "A" as the permanent easement, which Exhibit is attached hereto and by this reference made a part hereof, and the right to use, construct, build, lay and maintain a sanitary interceptor sewer for the passage of sewage, water, and soil in, through, over, and under the parcel of land described in said Exhibit "A" as the permanent easement.
2. For the further consideration of the payment of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby give, grant, sell, convey and confirm unto Millard and its assigns, a temporary construction easement over, on, and under the land described on Exhibit "A" as the temporary easement.
3. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a sanitary interceptor sewer pipeline, together with necessary manholes and other incidental appurtenances and the transmission through the said interceptor sewer pipeline of sanitary sewage from or to property now or hereinafter embraced within the boundaries of Millard, its successors or assigns, or embraced within areas which Millard, its successors or assigns, shall now or shall hereinafter become obligated to serve by contract or other agreement. The exact location of said sanitary interceptor sewer pipeline in the perpetual easement way shall be fixed and determined by Millard.
4. By accepting the foregoing permanent easement, Millard agrees to pay all costs of construction of said sanitary

interceptor sewer; to properly tamp and backfill all sewer trenches; to repair all fences which might be damaged in connection with said construction, maintenance or repair work and to replace the soil as nearly as practically possible to its original condition.

5. Said permanent easement is granted upon the express condition that if any changes, repairs or alterations are necessary to be made at any time and from time to time or if any portion of said sewer needs to be reconstructed at any time, Millard shall make good to the Grantors or their executors, administrators, and assigns, any and all damages that may be done by said changes, alterations, repairs or reconstruction.

6. Grantors, their heirs, executors, administrators, and assigns shall not build, create, construct or allow to be built, created or constructed any buildings or other structure at any point on the strip of land on which Millard has its permanent easement rights, except the construction of streets, driveways, sidewalks and surfacing for parking, which shall be permitted.

7. The scope and purpose of said temporary construction easement is solely for the operation of draglines, machinery, movement of equipment and all other things necessary or advisable and required for the construction of the sanitary interceptor sewer on the above-described permanent easement; that said temporary construction easement is to be effective from date hereof and shall continue until all construction has been completed in the permanent easement above described.

Executed the day and year first above written.

John J. Moritz
Marian J. Moritz

TRACT #5

A SEWER EASEMENT IN LOT 7, MORITZ PLAZA, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, WHICH IS LOCATED IN SECTION 1, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. THE EASEMENT CONSISTS OF 100 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT AND A 40 FOOT WIDE PERMANENT SEWER EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY EASEMENT-

COMMENCING AT A POINT ON THE SOUTHERLY AND EASTERLY LINE OF LOT 7, MORITZ PLAZA, WHICH POINT IS 212.19 FEET SOUTHWESTERLY OF THE EASTERN MOST CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID LOT 7; A DISTANCE OF 100.18 FEET; THENCE NORTH 43°59'48" WEST (ASSUMED BEARING) A DISTANCE OF 133.00 FEET; THENCE NORTH 32°33'39" WEST A DISTANCE OF 252.66 FEET TO A POINT ON THE NORTHERLY AND WESTERLY LINE OF SAID LOT 7; THENCE NORTHEASTERLY, ALONG THE NORTHERLY AND WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 101.03 FEET TO A POINT WHICH IS 182.96 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE SOUTH 32°33'39" EAST A DISTANCE OF 257.02 FEET; THENCE SOUTH 43°59'48" EAST A DISTANCE OF 129.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.885 ACRES, MORE OR LESS, 0.354 ACRES OF WHICH ARE CONTAINED IN THE PERMANENT EASEMENT.

PERMANENT EASEMENT-

COMMENCING AT A POINT ON THE SOUTHERLY AND EASTERLY LINE OF SAID LOT 7 WHICH POINT IS 242.25 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 7; THENCE SOUTHEASTERLY ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID LOT 7, A DISTANCE OF 40.07 FEET; THENCE NORTH 43°59'48" WEST (ASSUMED BEARING) A DISTANCE OF 131.80 FEET; THENCE NORTH 32°33'39" WEST A DISTANCE OF 253.97 FEET TO A POINT ON THE NORTHERLY AND WESTERLY LINE OF SAID LOT 7; THENCE NORTHEASTERLY ALONG THE NORTHERLY AND WESTERLY LINE OF SAID LOT 7 A DISTANCE OF 40.41 FEET TO A POINT WHICH

Ex "A"

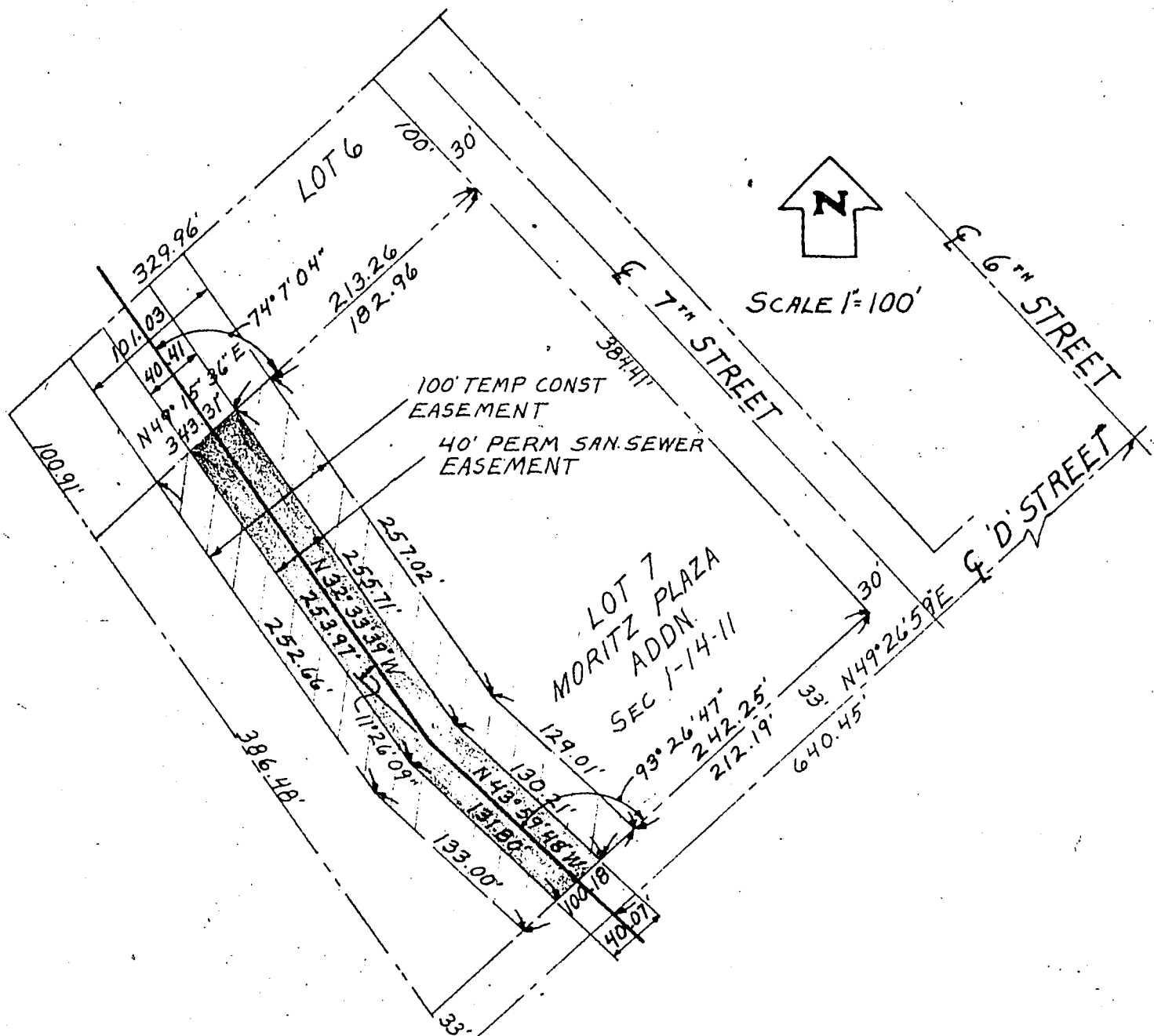
TRACT #5 (CONTINUED)

IS 213.26 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 7; THENCE SOUTH 32°33'39" EAST A DISTANCE OF 255.71 FEET; THENCE SOUTH 43°59'48" EAST A DISTANCE OF 130.21 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.354 ACRES, MORE OR LESS.

TRACT NO. 5
PROJECT



LEGAL OWNER _____

LEGAL DESCRIPTION:



PERMANENT SEWER EASEMENT:

LEGEND AREA

	PERM. EASEMENT	0.354
	TEMP. EASEMENT	0.885

EX. A

MILLARD INTERCEPTOR SEWER

TRACT #6

A SEWER EASEMENT IN LOT 6, MORITZ PLAZA, A PLATTED AND RECORDED SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, WHICH IS LOCATED IN SECTION 1, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. THE EASEMENT CONSISTS OF A 100 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT AND A 40 FOOT WIDE PERMANENT SEWER EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY EASEMENT-

COMMENCING AT A POINT ON THE SOUTHERLY AND EASTERLY LINE OF SAID LOT 6, WHICH POINT IS 182.96 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 6, THENCE SOUTHWESTERLY ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID LOT 6 A DISTANCE OF 101.03 FEET; THENCE NORTH 32°33'39" WEST (ASSUMED BEARING) A DISTANCE OF 101.03 FEET TO A POINT ON THE NORTHERLY AND WESTERLY LINE OF SAID LOT 6; THENCE NORTHEASTERLY ALONG THE NORTHERLY AND WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 101.03 FEET TO A POINT WHICH IS 168.58 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 32°33'39" EAST A DISTANCE OF 101.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 231 ACRES, MORE OR LESS, 0.092 ACRES OF WHICH ARE CONTAINED IN THE PERMANENT EASEMENT.

PERMANENT EASEMENT-

BEGINNING AT A POINT ON THE SOUTHERLY AND EASTERLY LINE OF SAID LOT 6 WHICH POINT IS 213.36 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 6; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID LOT 6 A DISTANCE OF 40.41 FEET; THENCE NORTH 32°33'39" WEST (ASSUMED BEARING) A DISTANCE OF 101.03 FEET TO A POINT ON THE NORTHERLY AND WESTERLY LINE OF SAID LOT 6; THENCE NORTHEASTERLY ALONG THE NORHTERLY AND WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 40.41 FEET TO A POINT WHICH IS 198.89 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 32°33'39" EAST A DISTANCE OF 101.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.092 ACRES, MORE OR LESS.

FLA

RECEIVED

1967 AUG 31 PM 2 45

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
DOUGLAS COUNTY
For recording and filing
for Record in the Office of
Deeds of said County as provided in
Book 452 of
Page 691

Thomas J. O'Connor

By _____
MAIL Stephen M. Gelle
300 Grandview Blvd
N. _____ G.P.M.P.A.
Compared Fee 2.25

= 73 - 798
799

73/797

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Miss J