

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-04092
2000 FEB 24 PM 2:25
Sharon J. Glendon
REGISTER OF DEEDS

Counter *mm*
Verify *AK*
D.E. *SW*
Proof _____
Fee \$ 25.00
Ck Cash Chg

EASEMENT

THIS EASEMENT made this 10th day of February, 2000, by and between Millard Park Limited Partnership, a Nebraska limited partnership (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 162 of Sarpy County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing storm sewers in a subdivision known as Millard Park in Sarpy County, Nebraska, and

WHEREAS, the Grantee needs certain permanent easement for a drainage way in Millard Park.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the following is agreed between the Grantor and Grantee herein.

1. Grant of Easement. The Grantor does hereby give, grant and convey unto the Grantee, and its successors and assigns, a permanent easement for construction and maintenance of a drainage way over the south twenty-five (25) feet of Lots 434, 435 and Lots 440 through 442, inclusive, and Lots 445 through 449, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

2. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a drainage way swale over said property. The Grantee shall have the full right and authority to enter upon this easement for the construction, reconstruction, repair, maintenance, replacement and renewal of a drainage way swale. After the drainage way swale is constructed by Grantee, the portion of the lot where the drainage way swale is located shall not be graded, filled in, or otherwise changed and no fence shall be constructed across or on the drainage way swale.

3. Consideration for Easement. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration.

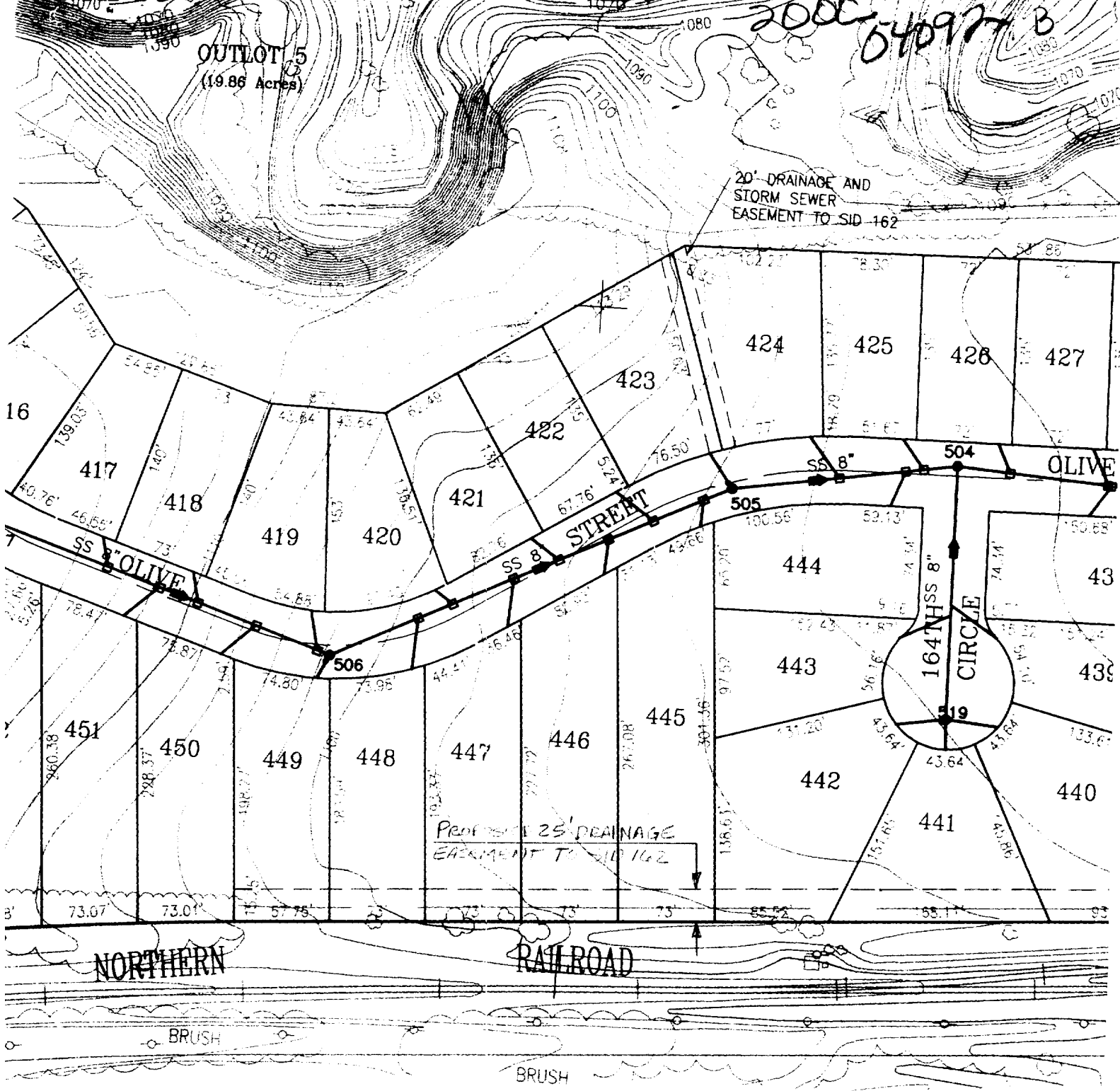
4. Term of Easement. This easement shall be perpetual.

5. Make Good Any Damages. By accepting and recording this easement, the Grantee agrees to make good or cause to make good to the owner of the property on which said easement are located all damage that may be done by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements thereon, including crops, vines and gardens, and further agrees that when said construction, or any subsequent

2000-040977-B

OUTLOT 5
(19.86 Acres)

20' DRAINAGE AND
STORM SEWER
EASEMENT TO SID 162



LATTED

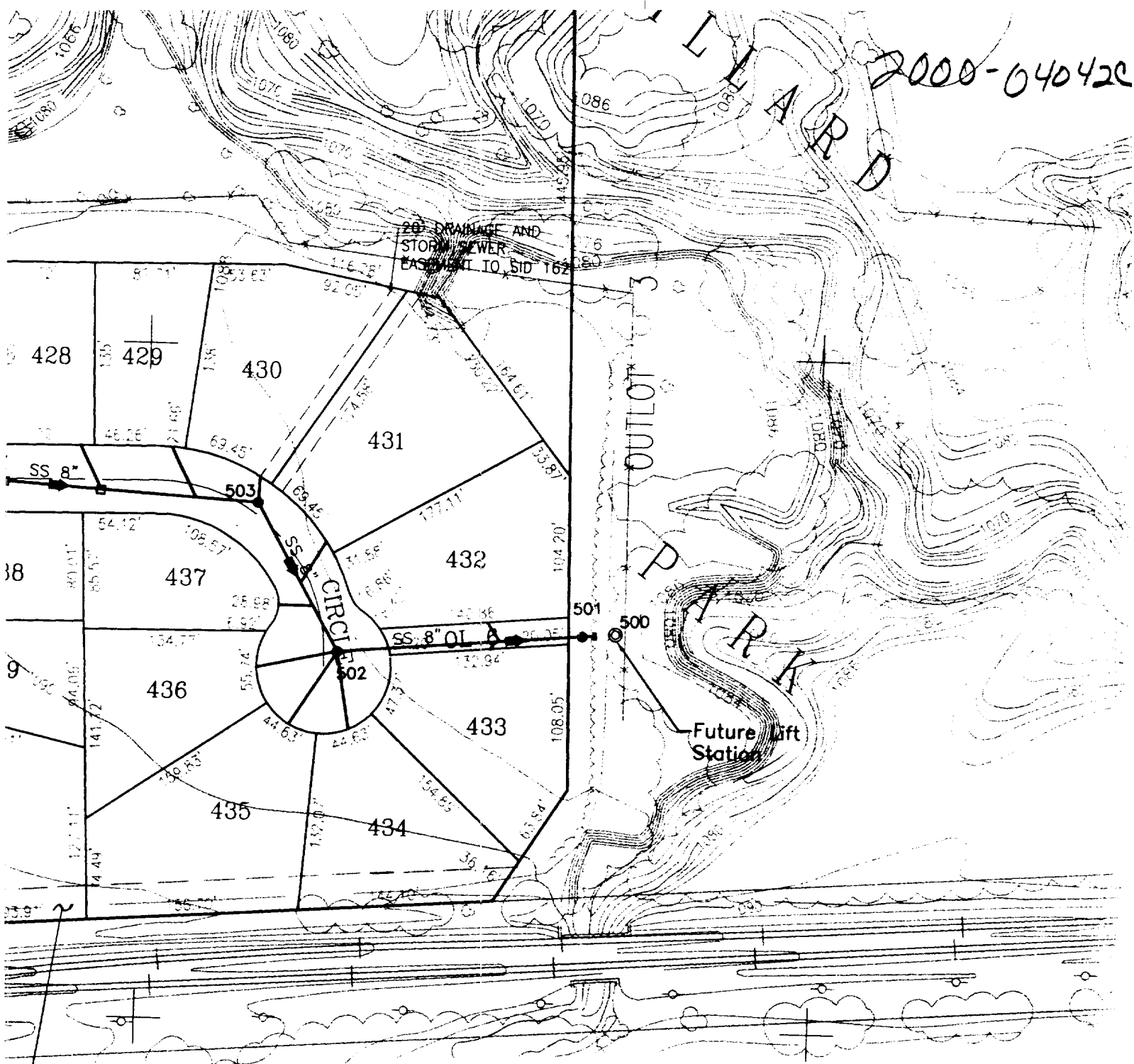
Exhibit "A"

TABLE OF COORDINATES

FILE: L:\92019\DWG\SCDATA\9219S500.CRD

POINT	NORTHING	EASTING	I.E.
500	20792.98	66850.23	1079.25
501	20790.80	66825.33	1079.35
502	20774.95	66643.65	1080.08
503	20883.52	66582.08	1080.58
504	20901.00	66276.24	1081.80
505	20722.31	66108.90	1082.49
506	20722.31	66110.83	1083.81
507	20906.37	66448.24	1084.91
508	20937.83	66448.24	1085.60
509	21014.13	66448.24	1085.60
510	21104.31	66448.24	1085.60

2000-040420



LEGEND

- Proposed Manhole
- SS 8" Proposed Sanitary Sewer
- Proposed Sanitary Sewer Service
- Proposed 6" Service Riser
- Flow Arrow

