FILED SARPY CO. NE.
INSTRUMENT NUMBER

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Slow Deviding
REGISTER OF DEEDS

Counter
Verify
D.E. \$\frac{2}{2} \text{Proof}
Fee \$ \$\frac{25}{2} \text{CC}
Ck \$\frac{1}{2} \text{Cash} \$\frac{1}{2} \text{Chg} \$\text{Chg} \$\text{Chg

EASEMENT

THIS EASEMENT made this ______ 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. <u>Grant of Easement</u>. 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. <u>Consideration for Easement</u>. 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

2000-04092A

construction on said easement is completed, the property shall be returned to the same condition it was prior to any work done on the easement.

- 6. <u>Lawful Authority</u>. The Grantor herein for itself, its successors and assigns, does hereby covenant and agree with said Grantee, its successors and assigns, that the Grantor is lawfully seized of said properties, and that the Grantor has the right and lawful authority to grant said easement, and the Grantor further warrants and defends said easement against the claims of all persons whomsoever.
- 7. <u>Binding Effect</u>. This easement shall be binding upon the successors and assigns of the Grantor and Grantee.

DATED the day above written.

GRANTOR:

MILLARD PARK LIMITED PARTNERSHIP, a Nebraska limited partnership

By: DODGE DEVELOPMENT, INC. a Nebraska corporation, the sole General Partner

By: William J. W. L. Morrison, Jr., President

State of Nebraska)

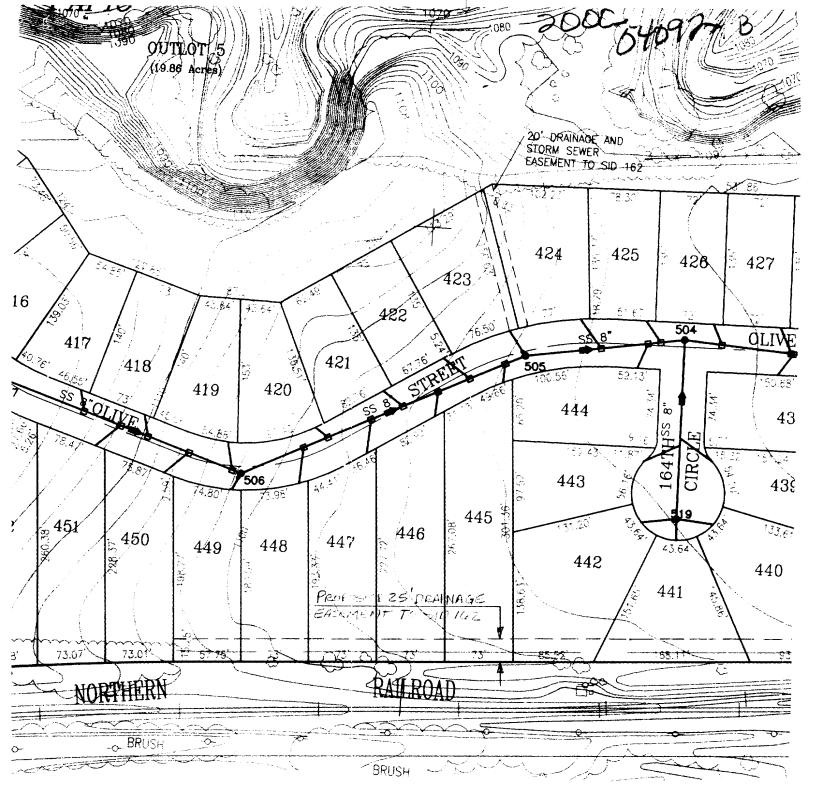
) ss.

County of Douglas)

The foregoing instrument was acknowledged before me this 10 Hz day of February, 2000, by W. L. Morrison, Jr., as President of Dodge Development, Inc., a Nebraska corporation, the sole General Partner of Millard Park Limited Partnership, a Nebraska limited partnership, as the voluntary act and deed of said corporation and partnership.

Votary Public

GENERAL NOTARY - State of Nebrasia KRNSTY J. GREGATH My Comm. Exp. Jan. 25, 2004

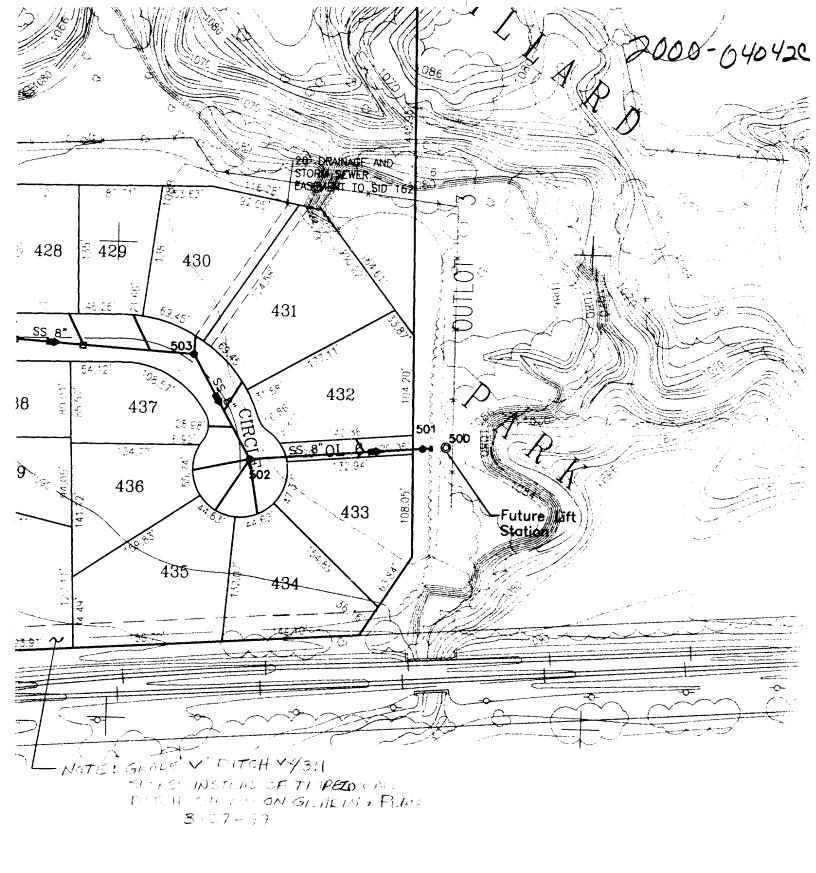


LATTED

Exhibit "A"

TABLE OF COORDINATES FILE: L:\92019\DWG\SCDATA\9219S500.CR

POINT		DRIHING STEEDING	
500	NORTHING		
	20792.98	EASTING	1
501	20700	66850.23	1.6.
502	20790.80	66825.33	1079.25
	20774.95	00025.55	1079.35
503	20683.52	66643.65	1080.08
504	70000.02	66582.08	1080.08
GA E	20901.00	6474	1080.58
74/0	20011231	66276.24	1081.80
395	74.73	65106.90	143
527	20/12/80	\$310.83	1012.49
	20003:27	777700	1083.81
306	20937.83	00045.24	1084.91
550	21014	05435 62	18.50
510			1085.60
	2110131		18



LEGEND

Proposed Manhole

SS 8" Proposed Sanitary Sewer

Proposed Sanitary Sewer Service

Proposed 6" Service Riser

Flow Arrow