47-179

EASEMENTS

THESE EASEMENTS, made this 3rd day of April
1974, between GLENMORRIE COMPANY, a Nebraska corporation (hereinafter referred to as "Grantor") and SANITARY AND IMPROVEMENT
DISTRICT NO. 27 OF SARPY COUNTY, NEBRASKA (hereinafter called
"District"),

WITNESSETH:

Said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to Grantor in hand paid by said District, the receipt whereof is hereby acknowledged, hereby grants, sells, conveys and confirms unto said District and its assigns forever, easements for the right to use, construct, build, lay, maintain and repair storm sewers for the passage of water and storm water, together with all appurtenances, pipes, wires, lines, poles, structures, and other applicable equipment pertaining to any sewer or drainage system facility, in, through, over and under the parcels of land described on Exhibit A. A drawing of said parcels is incorporated in said exhibit, but in case of inconsistency, the written description shall prevail.

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by Grantor, or its successors and assigns, without express approval of the District or its assigns.

Said District shall cause the premises to be left in a neat and orderly condition. These easements are also for the benefit of any contractor, agent, employee and representative of the District and any of said construction and work.

Said Grantor, for itself and its successors and assigns, does confirm with the said District and its assigns, that the Grantor is well seized in fee of the above-described property and that it has the right to grant these easements in the manner and form aforesaid, and that it and its successors and assigns will warrant and defend these easements to said District and its assigns against the lawful claims and demands of all persons. These easements run with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

EXECUTED the day and year first-above written.

GLENMORRIE COMPANY

ву:_____

President

Attest:

Secretary

FILED FOR RECORD 4-5-74 AT 8-46 M. IN BOOK 47 OF MILE BEES FACE 179 COUNTY, NEW 13 52

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STATE OF NEBRASKA)

COUNTY OF DOUGLAS)

On the day and year first-above written, before me, the undersigned, a Notary Public in and for said County, personally came MICHAEL J. HOGAN, President of Glenmorrie Company (a corporation) to me personally known to be the President and the identical person whose name is affixed to the above Easements, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year first-above written.

NN NY Commission Expires:

Notary Public

EASEMENT

Legal Description:

A sixteen foot (16') PERMANENT storm sewer and drainage easement in Glenmorrie, a subdivision, as surveyed, platted, and recorded in Sarpy County, Nebraska, more particularly described as follows: The North 16 feet of Lots 178 thru 183, Lots 186 and 187, Lots 193 thru 195, and Lots 207 thru 213, all in said Glenmorrie Subdivision, Sarpy County, Nebraska.

