Excorders Note

Indered in
Lokewood Villages Replat 7

10-19-05 pc

FILED SARPY CO. NE INSTRUMENT NUMBER 38850

2005 OC 19 PM 3: 52

PREGISTER OF DEEDS

COUNTER C.E.
VERIFY D.E.
PROOF
FEES \$ 15.50
CHECK# CASH
CHG CASH
REFUND CREDIT

EASEMENT

This easement made this _____day of _______, 2005, by and between Diana C. Sayler and Dennis M. Rolf, wife and husband, (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 180 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 Lakewood Villages in Sarpy County, Nebraska, and,

WHEREAS, the Grantee needs a certain permanent easement for a storm sewer in Lakewood Villages,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the following easement is hereby granted:

- 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 storm sewer over and under the rear ten (10) feet of Lot 6, Replat 7 in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska as shown on the drawing attached hereto and by this reference made a part hereof.
- 2. <u>No Structures On Easement.</u> The Grantor and his successors and assigns shall not at any time erect, construct, or place on or below the surface of the permanent easement any building or structure, except paving or similar covering or fencing that does not obstruct the flow of water, and shall not permit anyone else to do so. Also, after the storm sewer is constructed, the portion of the lot where this storm sewer easement is located shall not be graded, filled in or otherwise changed.
- 3. <u>Scope and Purpose of Easement</u>. The scope and purpose of this easement is for a permanent easement for a storm sewer over and under said property. The Grantee, and its successors and assigns, shall have the full right and authority to enter upon this easement for the construction, reconstruction, repair, maintenance, replacement and renewal of the storm sewer.
- 4. <u>Consideration for Easement</u>. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration.
 - 5. Term of Easement. This easement shall be perpetual.
- 6. <u>Make Good Any Damages</u>. 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 is located all damage that may be done in the construction of the storm sewer by the Grantee and its contractor or in the repair of the storm sewer by the Grantee and its contractors.
- 7. <u>Lawful Authority</u>. The Grantor herein for itself, its successors and assigns, does hereby covenant and agree with said Grantee, and 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 agrees to warrant and defend said easement against the claims of all persons whomsoever.

RONALD W. HUNTER ATTORNEY AT LAW 11605 ARBOR ST., SUITE 104 OMAHA, NE 68144

- 8. <u>Easement Contingent On Receiving Similar Easements.</u> In the event the Grantee does not obtain similar easements from all of the lot owners in the drainage area which the Grantee deems necessary for the storm drain to function properly, the Grantee, in its discretion, may decline to construct said storm drain. If the Grantee declines to build said storm drain, this Easement shall be null and void.
- 9. Relocation Of Sewer Pipe Inlet. The Grantee, in its sole and absolute discretion, may relocate the sewer pipe inlet, if any, shown on Exhibit "A" on this easement or to another easement.
- 10. <u>Binding Effect</u>. This easement shall be binding upon, and shall benefit, the successors and assigns of the Grantor and Grantee.

Dated the above written.

Grantor:

Diana C. Sayler, wife //

Dennis M. Rolf, husband

State of Nebraska)) ss.

County of Sarpy

The foregoing instrument was acknowledged before me this ______ day of ________, 2005, before me the undersigned, a Notary Public in the aforesaid County, personally came Diana C. Sayler, wife, Grantor(s), personally known to me to be the identical person whose name is affixed to the foregoing instrument and who acknowledged her execution thereof to be her voluntary act and deed as such person.

PRISTINE A. BLAND
MY COMMISSION EXPIRES
October 26, 2008

Notary Public

State of Nebraska

) ss.

County of Sarpy

The foregoing instrument was acknowledged before me this day of 2005, before me the undersigned, a Notary Public in the aforesaid County, personally came Dennis M. Rolf, husband, Grantor(s), personally known to me to be the identical person whose name is affixed to the foregoing instrument and who acknowledged his execution thereof to be his voluntary act and deed as such person.

KRISTINE A. BLAND
MY COMMISSION EXPIRES
October 26, 2008

Notary Public

