

RECORDERS NOTE

Indexed in  
Lakewood Villages Replat 7  
10-19-05 PC

FILED SARPY CO. NE  
INSTRUMENT NUMBER  
2005-38850

2005 OCT 19 PM 3:52

Sharon J. Dowling  
REGISTER OF DEEDS

COUNTER	ah	C.E.	D
VERIFY	D	D.E.	MM
PROOF			
FEE \$	15.50		
CHECK#	7079		
CHG		CASH	
REFUND		CREDIT	
DEBIT		NSR	

EASEMENT

This easement made this 19<sup>th</sup> day of October, 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. No Structures On Easement. 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. Scope and Purpose of Easement. 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. Consideration for Easement. 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.

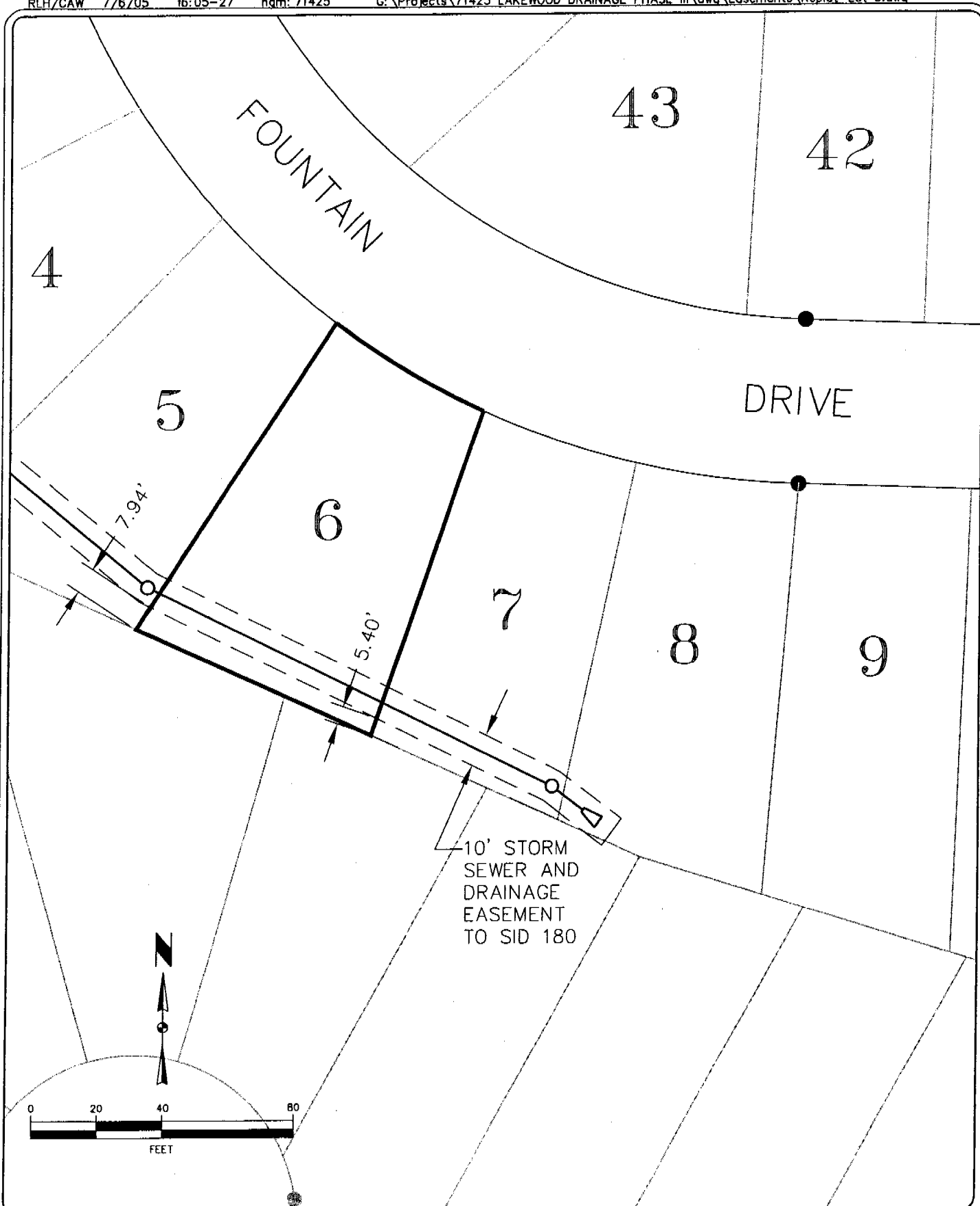
6. Make Good Any Damages. By accepting and recording this easement, the Grantee agrees to make good or cause to make good to the owner of the property on which said easement is located all damage that may be done in the construction of the storm sewer by the Grantee and its contractor or in the repair of the storm sewer by the Grantee and its contractors.

7. Lawful Authority. 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.

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

38850





project no. 71425  
 date SEP. 05'  
 sheet 1 OF 1

project LAKEWOOD VILLAGES  
 BACKYARD DRAINAGE PHASE III  
 client SANITARY IMPROVEMENT DISTRICT 180  
 sheet EASEMENT - LOT 6

JLB  
 drawn  
 JLB  
 designed  
 CJK  
 approved

**hgm**  
 ASSOCIATES INC.  
 ENGINEERING ARCHITECTURE SURVEYING  
 council bluffs omaha

EXHIBIT A