

99-007485

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-007485
99 MAR 15 PM 4:16
Glenn J. Ludwig
REGISTER OF DEEDS

Counter D
Verify S
D.E. M
Proof [Signature]
Fee \$ 21.00
Chk Cash Chg

EASEMENT

THESE EASEMENTS made this 11th day of March, 1999, by and between Lakewood Villages Limited Partnership, a Nebraska limited partnership (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 certain permanent easements for a drainage way and storm sewer in Lakewood Villages.

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

1. Grant of Easements. The Grantor does hereby give, grant and convey unto the Grantee, and its successors and assigns, permanent easements for construction and maintenance of a drainage way and storm sewer over portions of Lots 4 and 5A, both in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, as shown on Exhibit "A" and Exhibit "B", respectively, attached hereto and incorporated herein by reference.

2. Scope and Purpose of Easements. The scope and purpose of these easements is for a permanent easement for a drainage way swale and storm sewer over and under said properties. The Grantee shall have the full right and authority to enter upon these easements for the construction, reconstruction, repair, maintenance, replacement and renewal of a drainage way swale and storm sewer. The portion of the lots 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 Easements. The consideration paid by the Grantee to the Grantor for said easements is \$1.00 and other valuable consideration.

4. Term of Easements. These easements shall be perpetual.

5. Make Good Any Damages. By accepting and recording these easements, the Grantee agrees to make good or cause to make good to the owner of the property on which said easements 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

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. Lawful Authority. 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 easements, and the Grantor further warrants and defends said easements against the claims of all persons whomsoever.

7. Binding Effect. These easements shall be binding upon the successors and assigns of the Grantor and Grantee.

DATED the day above written.

GRANTOR:

LAKEWOOD VILLAGES LIMITED
PARTNERSHIP,
a Nebraska limited partnership

By: DODGE-LOTS JOINT VENTURE,
a Nebraska joint venture, the sole
General Partner

By: DODGE LAND CO., a Nebraska
corporation, one of two members of the
Joint Venture

By: [Signature]
W. L. Morrison, Jr., President

By: LOTS, INC., a Nebraska corporation
one of two members of the Joint Venture

By: [Signature]
W. L. Morrison, Jr., President

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by W. L. Morrison, Jr., as President of Dodge Land Co., a Nebraska corporation, and Lots, Inc., a Nebraska corporation, which corporations are the sole members of Dodge-Lots Joint Venture, the sole General Partner of Lakewood Villages Limited Partnership, a Nebraska limited partnership.

[Signature]
Notary Public



99.007485 B

Exhibit "A"

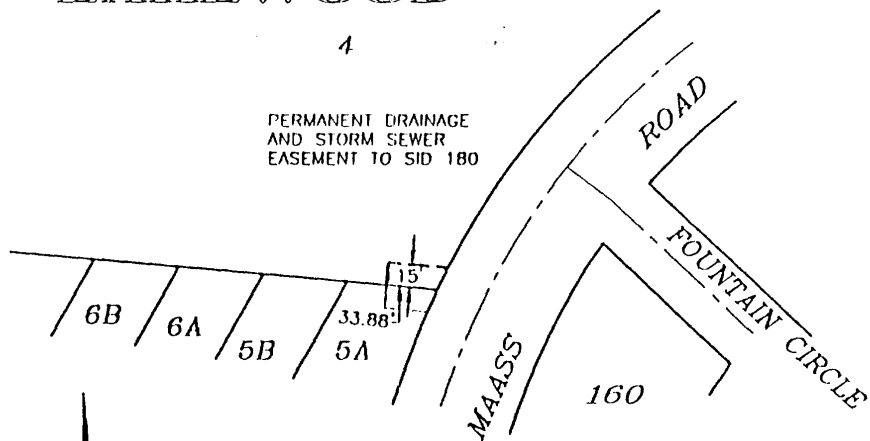
LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over the South fifteen foot (15') of the East 33.88 feet as measured along the south line of Lot 4, LAKEWOOD VILLAGES, a subdivision, as surveyed, plotted and recorded in Sarpy County, Nebraska. Contains 550 square feet.

LAKEWOOD

4

PERMANENT DRAINAGE AND STORM SEWER EASEMENT TO SID 180



VILLAGES

34054\E104

Book _____ Page _____ Date JULY 15, 1997 Dwn.By AET Job Number 96906-4550



lamp, ryneason & associates, inc.

engineers

surveyors

planners

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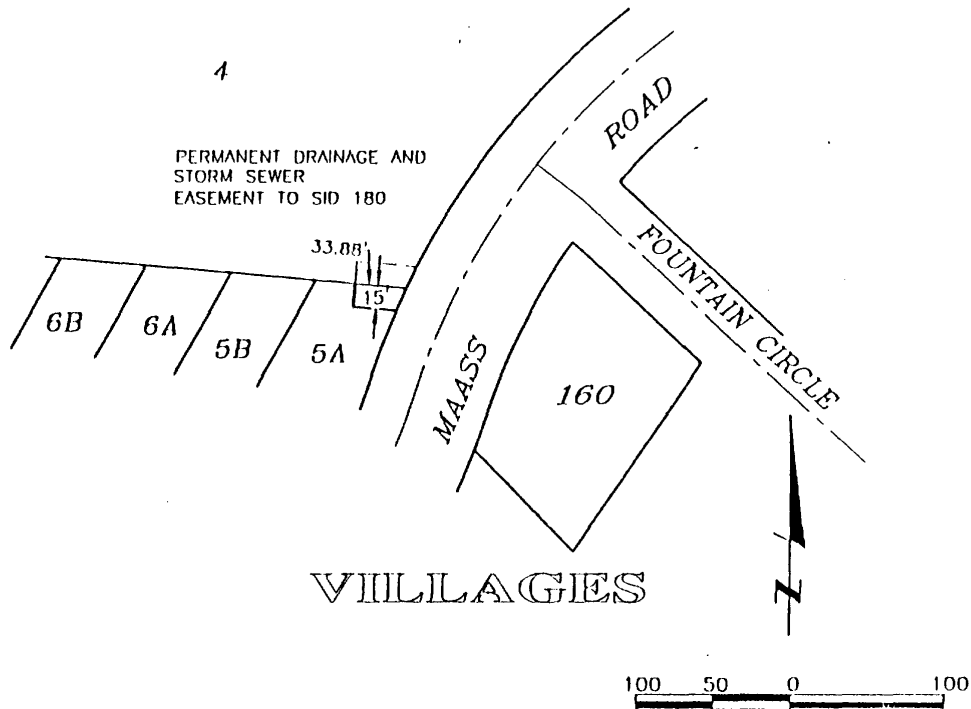
99-007475C

Exhibit "B"

LEGAL DESCRIPTION

A permanent easement for the construction and maintenance of drainageways and storm sewers over the North fifteen foot (15') of the East 33.88 feet, as measured along the north line of Lot 5A, LAKEWOOD VILLAGES, a subdivision, as surveyed, plotted and recorded in Sarpy County, Nebraska.
Contains 469 square feet.

LAKEWOOD



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Book _____ Page _____ Date JULY 15, 1997 Dwn.By AET Job Number 96906-4550



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