

99-36663
FILED SARPY CO. NE.

INSTRUMENT NUMBER

99-036663

1999 DE -7 AM 11:11

Glenn J. Dowling
REGISTER OF DEEDS

Counter DD
Verify S
D.E. g
Proof g
Fee \$ 20.50
Ck ☒ Cash ☐ Chg ☐

EASEMENT

THESE EASEMENTS made this 2nd day of December, 1999, 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 sanitary and storm sewers in a subdivision known as Millard Park Replat 5 in Sarpy County, Nebraska, and

WHEREAS, the Grantee needs certain permanent easements for a drainage way and a storm sewer in Millard Park Replat 5.

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 a storm sewer over portions of Lots 7A through 12A, inclusive, in Millard Park Replat V, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, as shown on Exhibit "A", 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 a 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 are \$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

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Return to:
NP Dodge Land Development, Inc.
8701 W. Dodge Rd., Ste. 300
Omaha, NE 68114

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

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 property, 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:

MILLARD PARK LIMITED PARTNERSHIP,
a Nebraska limited partnership

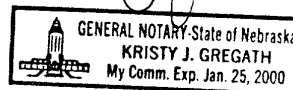
By: DODGE DEVELOPMENT, INC.,
A Nebraska corporation, the sole General
Partner

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

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 2nd day of December, 1999, by W. L. Morrison, Jr., as President of Dodge Development, Inc., a Nebraska corporation, which corporation is the sole General Partner of Millard Park Limited Partnership, a Nebraska limited partnership.

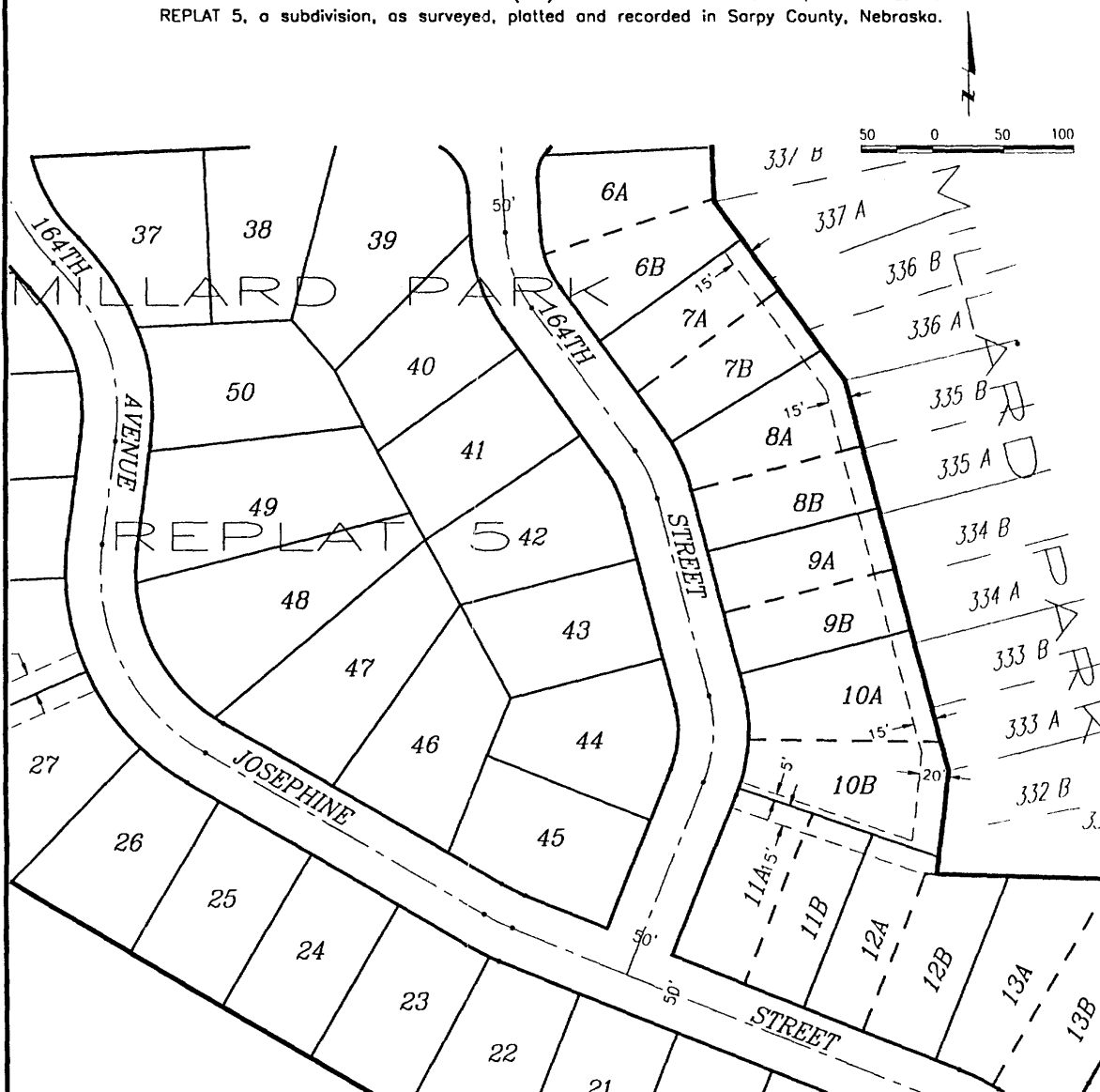
Kristy J. Gregath
Notary Public



99-36663 B

LEGAL DESCRIPTION

A permanent easement for the construction of drainageways and storm sewers over the Northeast fifteen foot (15') of Lots 7A-7B, 8A-8B, 9A-9B AND 10A-10B AND OVER the East twenty foot (20') of Lot 10B abutting Lots 332A-332B, MILLARD PARK AND ALSO OVER the south five foot (5') of Lot 10B AND ALSO OVER the north fifteen foot (15') of Lots 11A-11B AND 12A, all in MILLARD PARK REPLAT 5, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.



Book _____ Page _____ Date April 5, 1999 Dwn By JHVD Job Number 93009.33 \ 040



lamp, rynearson & associates, inc.
engineers surveyors planners

14710 west dodge road, suite 100
omaha, nebraska 68154-2029

ph 402-496-2498
fax 402-496-2730