

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2003 01645  
2003 JAN 10 A 11:50 AM  
*Glenn J. Lowrey*  
REGISTER OF DEEDS

Counter *[Signature]*  
Verify *[Signature]*  
D.E. *[Signature]*  
Proof *[Signature]*  
Fee \$ 25.50  
Ck ☒ Cash ☐ Chq ☐  
75155

RECORDER NOTE

No Exhibit  
A1 or A2 Attached EASEMENT

THIS EASEMENT made this 7th day of January, 2003, by and between Dodge Land Co., a Nebraska corporation (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 216 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 Millard Park South in Sarpy County, Nebraska, and,

WHEREAS, the Grantee needs a certain permanent easement for a storm sewer and a drainage way in Millard Park South, and

WHEREAS, on May 10, 2001, the Grantor granted an easement on the plat of Millard Park South which was recorded with the Register of Deeds of Sarpy County, Nebraska on May 17, 2001 at instrument #200114395, and

WHEREAS, this document confirms said easement and outlines the terms and conditions of said easement,

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

1. Grant of Easement. The Grantor does hereby confirm that the easement is for the construction and maintenance of a storm sewer and drainage way over the following property:

the west twenty (20) feet of Lots 124 through 131, inclusive, and

the west twenty (20) feet of Lots 311 through 329, inclusive, and

the south twenty (20) feet of Lots 307 and 308, and

a portion of Lots 309 and 310 as shown on Exhibit "A1 and A2", attached hereto and by this reference made part hereof,

all in Millard Park South, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

2. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a storm sewer and drainage way swale over said property. The Grantee 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 and the drainage way swale. After the drainage way swale is constructed by Grantee, the portion of the lot where the drainage way swale is located shall not be graded, filled in, or otherwise changed and no fence or other structure shall be constructed across or on the drainage way swale which would obstruct the flow of water in the drainage way swale.

3. Consideration for Easement. The consideration paid by the Grantee to the Grantor for said easement is \$1.00 and other valuable consideration.

4. Term of Easement. This easement shall be perpetual.

2003-01645A

5. 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 and the drainage way swale or in the repair of the storm sewer by the Grantee.

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 easement, and the Grantor further warrants and defends said easement against the claims of all persons whomsoever.

7. Binding Effect. This easement shall be binding upon the successors and assigns of the Grantor and Grantee.

DATED the day above written.

GRANTOR:

DODGE LAND CO.,  
a Nebraska corporation

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 7th day of January, 2003, by W. L. Morrison, Jr., as President of Dodge Land Co., a Nebraska corporation, as the voluntary act and deed of said corporation.

Kristy J. Gregath  
Notary Public

