

FILED SARPY CO. NE
INSTRUMENT NUMBER
2003 01646
2003 JAN 10 A 11:50 AM
Shirley J. Newburg
REGISTER OF DEEDS

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Proof *17.00*
Fee \$ *17.00*
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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,

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 give, grant and convey unto the Grantee, and its successors and assigns, a permanent easement for construction and maintenance of a storm sewer and drainage way over the south five (5) feet of Lot 134 and the north five (5) feet of Lot 135, 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.

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.

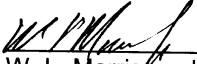
7. Binding Effect. This easement shall be binding upon the successors and assigns of the Grantor and Grantee.

2003-01646A

DATED the day above written.

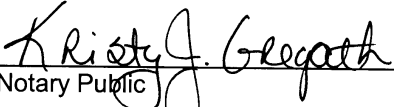
GRANTOR:

DODGE LAND CO.,
a Nebraska corporation

By: 
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.


Notary Public

