

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-009245

99 MAR 31 AM 9:30

Glenn J. Lawley
REGISTER OF DEEDS

99-009245

Counter D
Verify [initials]
D.E. W
Proof [initials]
Fee \$ 15.50
Ck Cash Chq

EASEMENT

THIS EASEMENT made this 12th 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 easement 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 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 drainage way and storm sewer over a portion of Outlot 1, in Lakewood Villages, 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 Easement. The scope and purpose of this easement is for a permanent easement for a drainage way swale and storm sewer over and under 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 a drainage way swale and storm sewer. The portion of the lot 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 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 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

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

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99-009245A

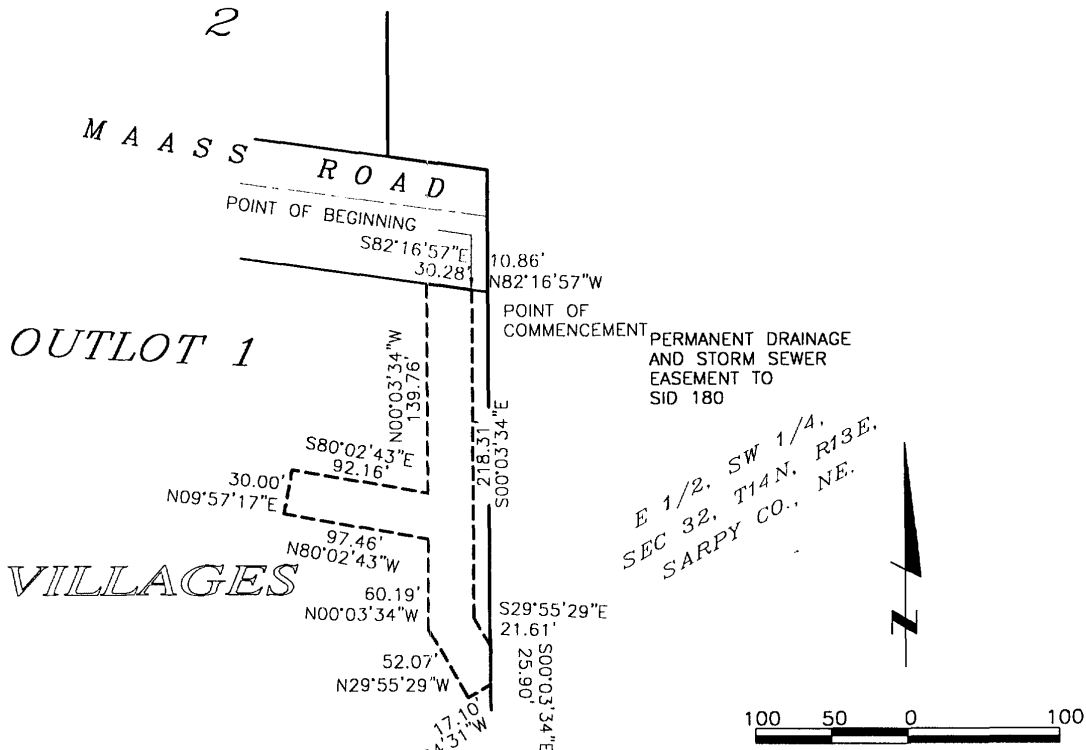
LEGAL DESCRIPTION

EXHIBIT "A"

A permanent easement for the construction and maintenance of drainageways and storm sewers over that part of Outlot 1, LAKEWOOD VILLAGES, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Commencing at the northeast corner of said Outlot 1;
 Thence North 82°16'57" West (bearings referenced to the Final Plat of LAKEWOOD VILLAGES) for 10.86 feet along the north line of said Outlot 1 to the TRUE POINT OF BEGINNING;
 Thence South 00°03'34" East for 218.31 feet;
 Thence South 29°55'29" East for 21.61 feet to the east line of said Outlot 1 and the west line of the West Half of the Southwest Quarter of Section 32, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska;
 Thence South 00°03'34" East for 25.90 feet along said east line of Outlot 1;
 Thence South 60°04'31" West for 17.10 feet;
 Thence North 29°55'29" West for 52.07 feet;
 Thence North 00°03'34" West for 60.19 feet;
 Thence North 80°02'43" West for 97.46 feet;
 Thence North 09°57'17" East for 30.00 feet;
 Thence South 80°02'43" East for 92.16 feet;
 Thence North 00°03'34" West for 139.76 feet to the north line of said Outlot 1;
 Thence North 00°03'34" West for 139.76 feet to the north line of said Outlot 1;
 Thence South 82°16'57" East for 30.28 feet to the Point of Beginning.
 Contains 10872 square feet.

LAKEWOOD



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

lamp, rynearson & associates, inc.
 engineers surveyors planners
 14710 west dodge road, suite 100 ph 402-496-2498
 omaha, nebraska 68154-2029 fax 402-496-2730

99-009245B

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 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:

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

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

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 12th 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.

Kristy J. Gregath
Notary Public

