

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-47005

2005 DEC 22 A 9:12

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF P
FEES \$ 15.50
CHECK# _____
CHG _____ CASH 15.50
REFUND _____ CREDIT _____
SHORT _____

EASEMENT

This easement made this 28th day of October, 2005, by and between Z Jack of All Trades, Inc., a Nebraska corporation, (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 a certain permanent easement for a storm sewer in Lakewood Villages,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the following easement is hereby granted:

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 over and under the rear ten (10) feet of Lot 278 in Lakewood Villages, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska as shown on the drawing attached hereto and by this reference made a part hereof.

2. No Structures On Easement. The Grantor and his successors and assigns shall not at any time erect, construct, or place on or below the surface of the permanent easement any building or structure, except paving or similar covering or fencing that does not obstruct the flow of water, and shall not permit anyone else to do so. Also, after the storm sewer is constructed, the portion of the lot where this storm sewer easement is located shall not be graded, filled in or otherwise changed.

3. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a storm sewer over and under said property. The Grantee, and its successors and assigns, 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.

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

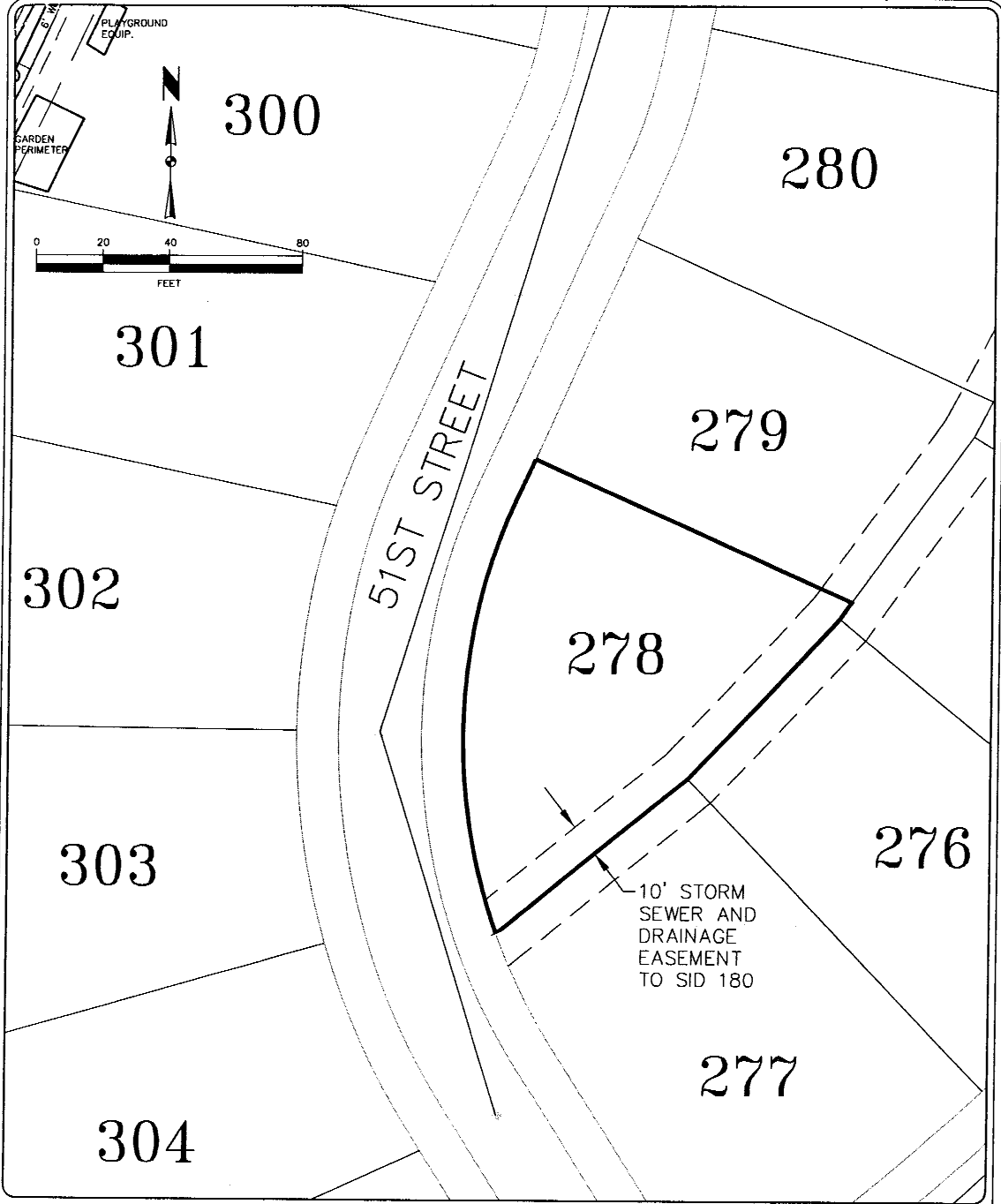
5. Term of Easement. This easement shall be perpetual.

6. 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 by the Grantee and its contractor or in the repair of the storm sewer by the Grantee and its contractors.

7. Lawful Authority. The Grantor herein for itself, its successors and assigns, does hereby covenant and agree with said Grantee, and 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 agrees to warrant and defend said easement against the claims of all persons whomsoever.

47005

2005-47005B



project no. 71425
 date AUG. 05'
 sheet 1 OF 1

project LAKEWOOD VILLAGES
 BACKYARD DRAINAGE PHASE III
 client SANITARY IMPROVEMENT DISTRICT 180
 sheet EASEMENT - LOT 278

JLB
 drawn
 JAW
 designed
 CJK
 approved

hgm
 ASSOCIATES INC.
 ENGINEERING ARCHITECTURE SURVEYING
 coudé bluffs omaha