



BK 1474 PG 112-115



MISC 2002 28053

RICHARD N. FAKE, JR.
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

02 NOV 14 AM 10: 31

RECEIVED

Misc 2/00
FEE 21.00 FB _____
BKP _____ C/O _____ COMP _____
DEL _____ SCAN ✓ FV _____

EASEMENT

THIS EASEMENT made this 6th day of November, 2002, by and between Dodge Development, Inc., a Nebraska corporation (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 458 of Douglas County, Nebraska (herein referred to as the "Grantee").

WHEREAS, the Grantee is a sanitary and improvement district installing sanitary sewer in a subdivision known as Elk Valley in Douglas County, Nebraska, and

WHEREAS, the Grantee needs a certain permanent easement for a sanitary sewer in Elk Valley.

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, a permanent easement for construction and maintenance of a sanitary sewer over a portion of Lots 16 and 17 in Elk Valley, a subdivision as surveyed, platted and recorded in Douglas 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 this easement is for a permanent easement for a sanitary sewer over and under said properties. 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 sanitary sewer.

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

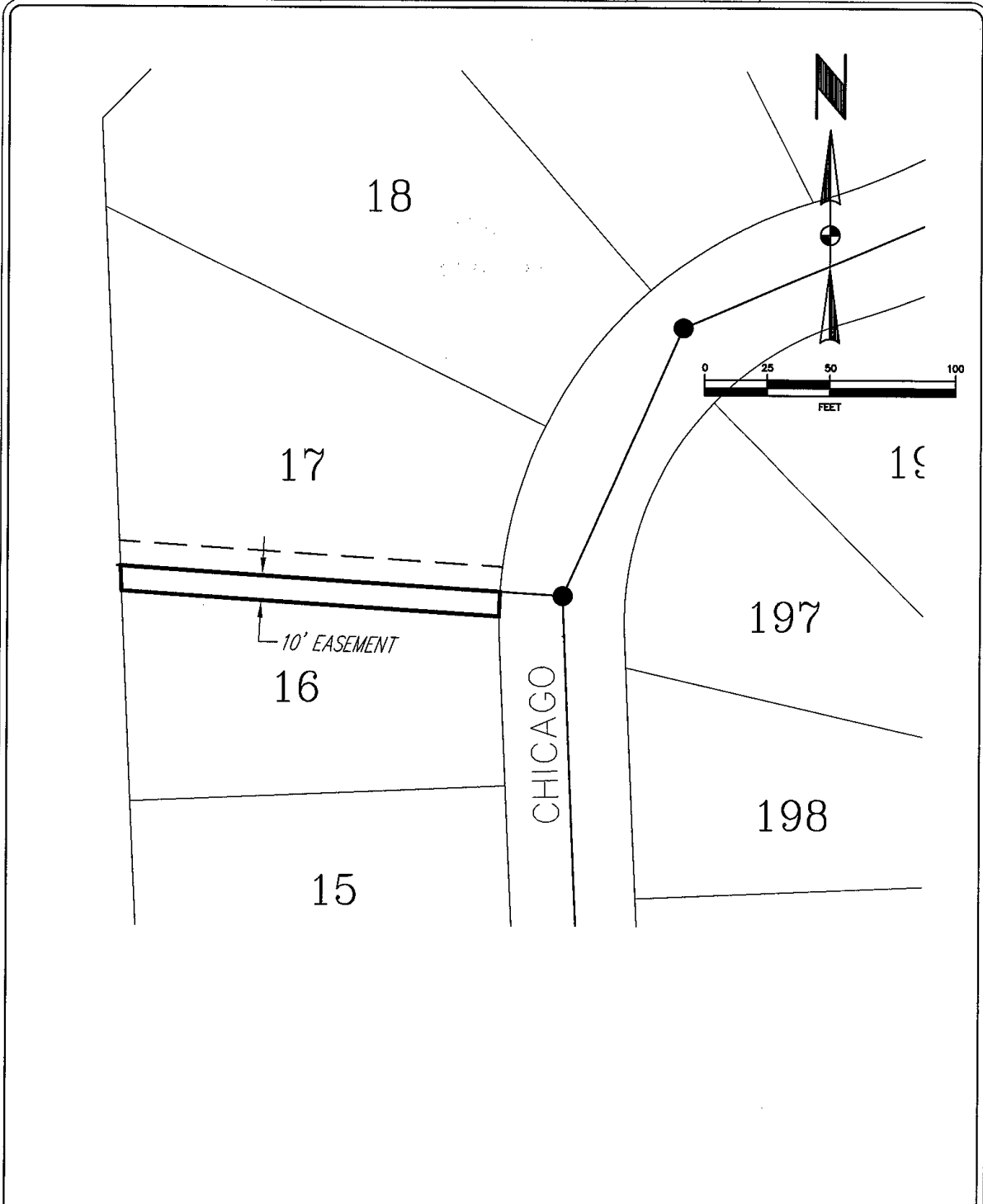
4. Term of Easements. This easement shall be perpetual.

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 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 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 property, 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.

015108

NOV '02 fb: hgm: 71221 G:\Projects\71221ELK-VALLEY\dwg\Easements\Lot16.dwg



SANITARY SEWER EASEMENT:

A 10' EASEMENT IS HEREBY DEDICATED ALONG THE NORTH LINE OF LOT 16,
ELK VALLEY SUBDIVISION, DOUGLAS COUNTY, NEBRASKA.

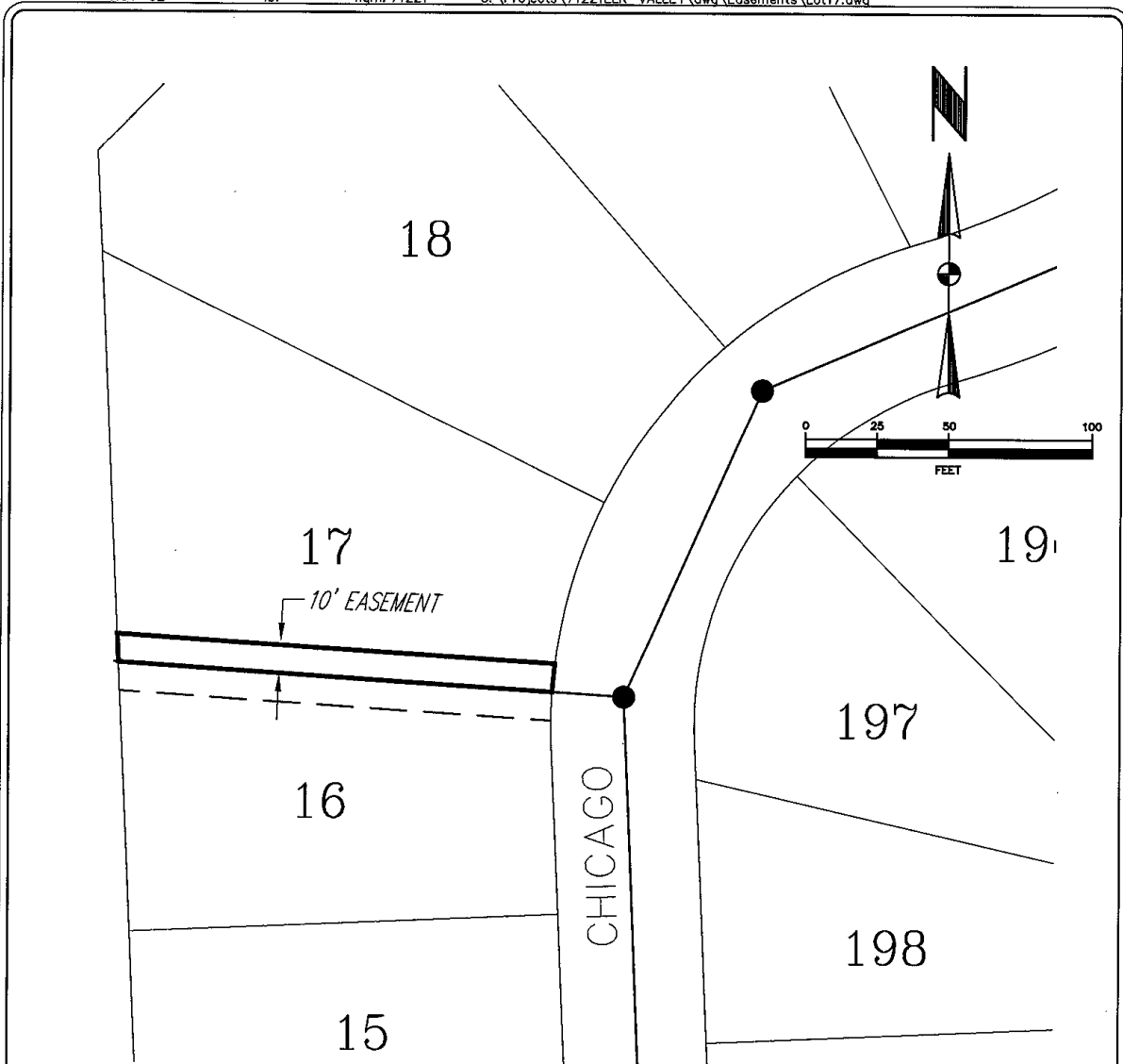
project no.
71221
date
NOV '02
sheet
1 OF 1

project ELK VALLEY--SANITARY IMPROVEMENTS
client SANITARY AND IMPROVEMENT DISTRICT NO. 458
sheet SANITARY SEWER EASEMENT-- LOT 16

JLB
drawn
CAC
designed
CJK
approved

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

NOV '02 fb: hgm: 71221 G:\Projects\71221ELK-VALLEY\dwg\Easements\Lot17.dwg



SANITARY SEWER EASEMENT:

A 10' EASEMENT IS HEREBY DEDICATED ALONG THE SOUTH LINE OF LOT 17,
ELK VALLEY SUBDIVISION, DOUGLAS COUNTY, NEBRASKA.

Project no.
71221
date
NOV '02
sheet
1 OF 1

project ELK VALLEY-SANITARY IMPROVEMENTS
client SANITARY AND IMPROVEMENT DISTRICT NO. 458
sheet SANITARY SEWER EASEMENT- LOT 17

JLB
drawn
CAC
designed
CJK
approved

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha