



BK 1474 PG 601-602



MISC 2002 28312

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 NOV 16 AM 8:06

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EASEMENT

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 4 BKP _____ C/O _____ COMP B^W
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THIS EASEMENT made this 31st day of October, 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 storm sewers in a subdivision known as Elk Valley in Douglas County, Nebraska, and,

WHEREAS, the Grantee is required by a certain agreement with the U.S. Army Corps of Engineers to construct a mitigation area that includes a storm drainage channel.

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 mitigation area over the South one hundred ninety (190) feet of lots 227- 230 inclusive, in Elk Valley, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, at Book 2197 at page 422-428 of the records of Douglas County, Nebraska.

2. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for construction and maintenance of a mitigation area over said property. The Grantee shall have the full right and authority to enter upon this easement for the construction, reconstruction, repair and maintenance, of the mitigation area. After the mitigation area is constructed by Grantee, the easement area shall not be mowed, graded, filled in, trees removed, or otherwise changed and no fence or buildings may be placed on the easement area, and nothing may be done in the easement area which would obstruct the flow of water or cause damage to the grass or trees in the area.

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, or maintenance of the mitigation area 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, subject to prior OPPD easement recorded at book 487, page 503 of the records of Douglas County, Nebraska.

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

v 015105

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 Development, Inc.,
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, a Notary Public, this
31st day of October, 2002, by W. L. Morrison, Jr., President of Dodge
Development, Inc., a Nebraska corporation

Kristy J. Gregath
Notary Public

