



BK 1497 PG 442-443

EDWARD H. TANKER
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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MISC 2003 07222

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EASEMENT

THIS EASEMENT made this 11th day of February, 2003, 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 which will be maintaining and removing certain silt basins in a subdivision known as Elk Valley in Douglas County, Nebraska, and,

WHEREAS, the Grantee needs certain temporary easements for silt basins in Elk Valley, and

WHEREAS, this document outlines the terms and conditions of said easements,

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 hereby grants a temporary silt basin easement on the following property:

All of Lots 126 through 130, inclusive, in Elk Valley, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

2. Scope and Purpose of Easement. The scope and purpose of this easement is for the maintenance and removal of a silt basin and related stock pile on said property. The Grantee shall have the full right and authority to enter upon this easement for the reconstruction, repair, maintenance, replacement, renewal and removal of said silt basin. During the term of this easement, the property shall not be graded, filled in, or otherwise changed except by Grantee.

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. The term of this easement shall commence on the date of this instrument and shall continue until the Grantee obtains written permission from all required governmental agencies for the removal of the silt basin and a reasonable time for removal of the silt basin after said permission is obtained. Reasonable time shall mean the necessary time for the Grantee to comply with the law for public bidding, plus a construction period of 30 working days as defined in the City of Omaha standard specifications for Public Works construction.

5. Removal of Silt Basin. Removal of the silt basin shall include the removal of silt and any basin pipe from the silt basins and the compaction and grading of the property to conform to the Grantor's original grading plan for the property. The entire cost of said removal shall be paid 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.

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

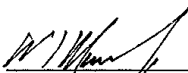
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7. Binding Effect. This easement shall be binding upon the successors and assigns of the Grantor and Grantee.

DATED the day above written.

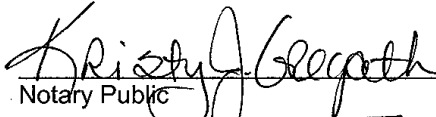
GRANTOR:

Dodge Development, Inc.
a Nebraska corporation

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

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 11th day of February, 2003, by W. L. Morrison, Jr., as President of Dodge Development, Inc., a Nebraska corporation, as the voluntary act and deed of said corporation.


Notary Public

