

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-46053

2005 DEC 14 P 12:50 8

Shirley J. Lawding
REGISTER OF DEEDS

COUNTER 8 C.E. LM
VERIFY UB D.E. LM
PROOF P
FEES \$ 15.50
CHECK# 15037
CHG _____ CASH _____
REFUND _____ CREDIT _____
WARRANT _____ NCR _____

EASEMENT

THIS EASEMENT made this 14th of December, 2005, by and between Dodge-Lots Joint Venture, a Nebraska joint venture (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 270 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 Hyda Hills in Sarpy County, Nebraska, and

WHEREAS, part of the storm drainage for said subdivision is carried through an existing creek through said subdivision, and

WHEREAS, said creek is bordered by a wetland area which must be preserved,

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 a permanent easement for construction and maintenance of a drainage way, open storm sewer and wetland area over and through part of Lot 23 in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, described as follows:

Beginning at the Northeast Corner of Lot 23; Thence along the East line of Lot 23 bearing S 20° 16' 15" W for a distance of 61.76 feet; Thence along the South line of Lot 23 bearing S 62° 29' 6" W for a distance of 26.25 feet; Thence N 32° 31' 25" E for a distance of 83.09 feet to the point of beginning, as shown in Exhibit A attached hereto and by this reference made a part hereof.

2. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a drainage way, open storm sewer and wetland area over and through said easement area. The primary obligation for care and maintenance of the lot, including the easement area, shall remain with the Grantor. Provided, however, the Grantee shall have the full right and authority, but not the obligation, to enter upon this easement for the construction, reconstruction, repair, maintenance, replacement and renewal of a drainage way and open storm sewer and to protect the easement area, and wetlands area within, from encroachment by constructing a fence or other barrier within the easement area. The portion of the lot, where the easement area is located, shall not be graded, filled in, or otherwise changed except as deemed necessary by the Grantee, in its sole and absolute discretion. The portion of the lot, within the easement area and outside the wetlands area, may be planted to native grasses that do not require mowing. No structure shall be constructed across or on the easement area except as authorized by the Grantee, in its sole and absolute discretion. The delineated wetland area within the easement area is subject to all Corps of Engineers regulations as may be modified from time to time including the following:

- a. There shall be no construction or placement of fences, signs or other structures or objects, whether temporary or permanent, on the land.
- b. There shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other material.
- c. There shall be no building of paths for vehicular or pedestrian travel nor any change in the topography of the land.
- d. There shall be no removal, destruction, or cutting of trees or plants, other than noxious weeds, spraying with biocides, insecticides or pesticides, grazing of animals, farming, gardening, tilling of soil or other agricultural or botanical activity.
- e. There shall be no operation of all-terrain vehicles or any other type of motorized vehicle on the land.

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

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

5. Lawful Authority. The Grantor does hereby covenant and agree with said Grantee that the Grantor is lawfully seized of said property, and that the Grantor has the right and lawful authority to grant said Easement.

6. Binding Effect. This Easement shall be binding upon the successors and assigns of the Grantor and Grantee.

46053

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

2005-46053B

HGM

fb:

hgm: 71704

G:\Projects\71704-HYDA HILLS\dwg\WETLAND LOT EASEMENTS\LOT 23.dwg

EXHIBIT A

24TH AVENUE

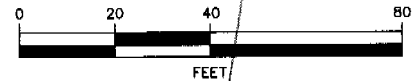
22

23

OPPD
UTILITY
EASEMENT

20'x20' MUD
UTILITY EASEMENT

WETLANDS
& DRAINAGE
EASEMENT
TO SID 270



57°28'35"

37.70'

8'

83.09'

61.76'

150°02'19"

26.25'

8'

29.38'
21.84'
9.28'

ORIOLE DR.

project no. 71704S
date SEPT. 05
sheet 1 OF 1

project HYDA HILLS
WETLANDS, DRAINAGE, & UTILITY EASEMENT
client SANITARY IMPROVEMENT DISTRICT 270
sheet EASEMENT - LOT 23

PLG
drawn
SMO
designed
MGS
approved

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha