

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2005-46054

2005 DEC 14 P 12:50 B

*Glenn J. Morrison*  
REGISTER OF DEEDS

COUNTER *10* C.E. *8*  
VERIFY *10* D.E. *10*  
PROOF *10*  
FEES \$ *14.50*  
CHECK# *15037*  
CHG CASH  
REFUND CREDIT  
SHORT NCR

EASEMENT

This Easement made this 14th day 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, the Grantee needs a certain permanent easement for a storm sewer in Hyda Hills,

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 storm sewer and drainage swale over and through the east ten (10) feet of Lots 219 through 227, inclusive, all in Hyda Hills, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

2. Use Restrictions. The Grantor shall not at any time erect, construct, or place on or below the surface of the permanent easement tracts any building or structure, except paving or similar covering or fencing which will 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 lots where this storm sewer easement is located shall not be graded, filled in or otherwise changed and the Grantee shall have the right to enter upon the property of the Grantor to remove any obstruction which violates this provision without any obligation to otherwise repair or restore the property.

3. Scope and Purpose of Easement. The scope and purpose of this easement is for a permanent easement for a storm sewer and drainage swale over said property. The Grantee 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 and drainage swale.

4. 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.

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

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

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

Dated the above written.

Grantor:  
Dodge-Lots Joint Venture, a Nebraska joint venture

By: Dodge Land Co., a Nebraska corporation  
and one of two members of the joint venture

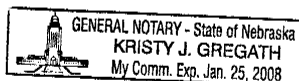
*W. L. Morrison, Jr.*  
By: W. L. Morrison, Jr., President

By: Lots, Inc., a Nebraska corporation  
and one of two members of the joint venture

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

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of December, 2005, by W. L. Morrison, Jr., President of Dodge Land Co., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and President of Lots, Inc., a Nebraska corporation and one of two members of the Dodge-Lots Joint Venture, a Nebraska joint venture and he acknowledged that he executed this instrument as the voluntary act and deed of said corporations and the joint venture.



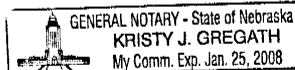
*Kristy J. Gregath*  
Notary Public

GRANTEE:  
Sanitary and Improvement District No. 270 of Sarpy County, Nebraska

*W. L. Morrison, Jr.*  
By: W. L. Morrison, Jr., Chairman

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF DOUGLAS )

On this 14th day of December, 2005 before me the undersigned, a Notary Public, personally came W. L. Morrison, Jr., Chairman of Sanitary and Improvement District No. 270 of Sarpy County, Nebraska, personally known to me to be the Chairman and identical person whose name is affixed to the foregoing instrument and who acknowledged his execution thereof to be the voluntary act and deed of such District.



*Kristy J. Gregath*  
Notary Public  
46054

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

2005-46054 A

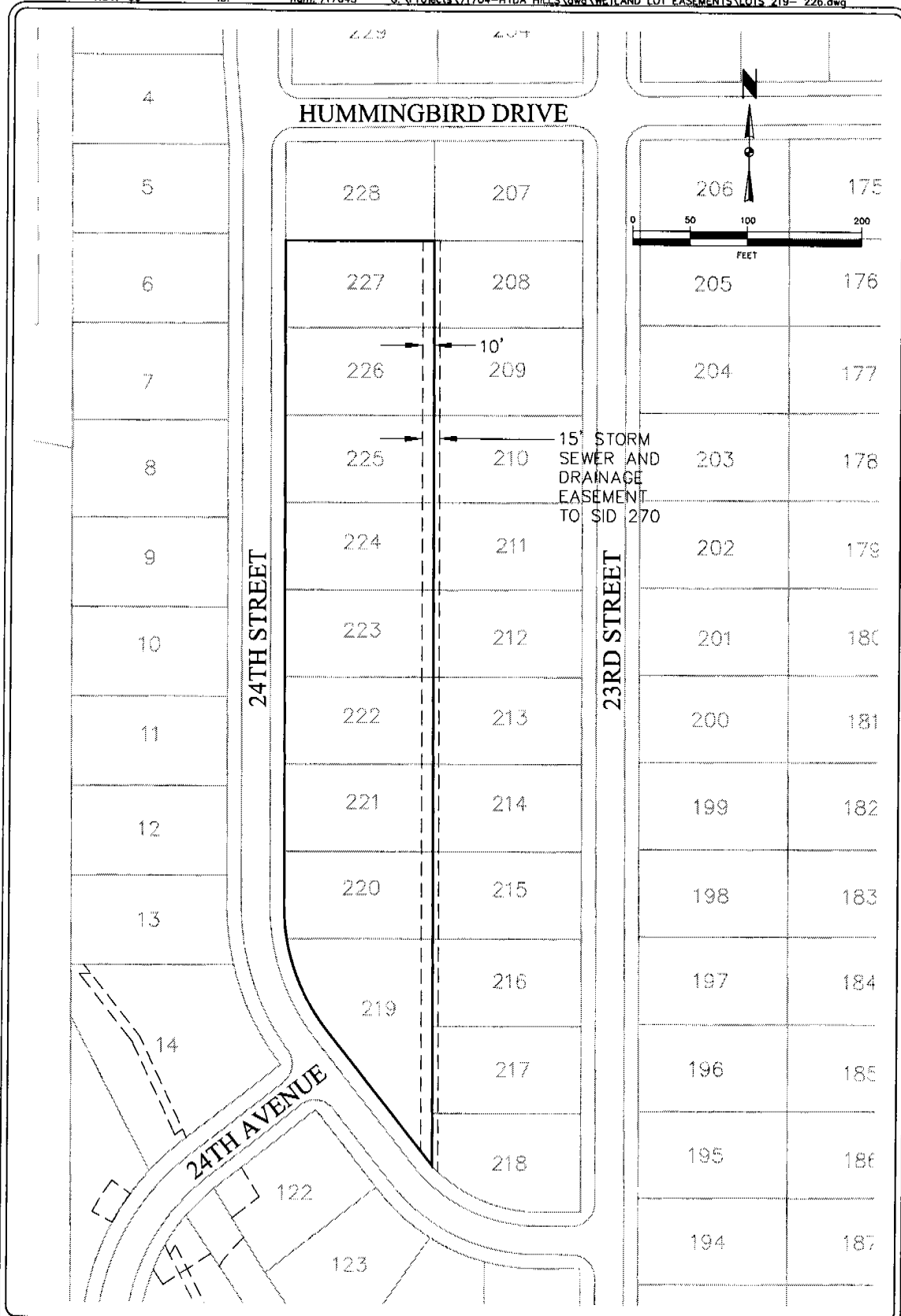
# EXHIBIT A

NOV. '05

fr:

ham: 717045

G:\Projects\71704-HYDA HILLS\dwg\WETLAND LOT EASEMENTS\LOTS 219- 226.dwg



1 OF 1  
sheet  
NOV. '05  
date  
717045  
project no.

project HYDA HILLS  
BACKYARD DRAINAGE EASEMENT  
client SANITARY IMPROVEMENT DISTRICT 270  
sheet EASEMENT FOR LOTS 219-227

JLB  
drawn  
SMO  
designed  
CJL  
approved

**hgm**  
ASSOCIATES INC.  
ENGINEERING ARCHITECTURE SURVEYING  
council bluffs omaha