

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-33856

2006 OCT -2 P 1:10 8

Shirley J. Dowling
REGISTER OF DEEDS

COUNTER W S.E. D
VERIFY W S.E. D
PROOF W S.E. D
FEES \$ 15.50
CHECK # 15071
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

EASEMENT

This Easement made this 27th day of September, 2006, 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 west five (5) feet of the south ten (10) feet of Lot 84 and the west five (5) feet of Lots 85 through 94, 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 and through 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

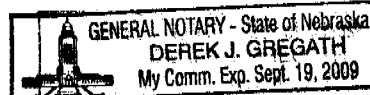
By: Lots, Inc., a Nebraska corporation
and one of two members of the joint venture

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 27th day of September, 2006, 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.

Derek J. Gregath
Notary Public

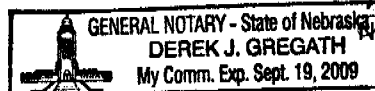


GRANTEE:
Sanitary and Improvement District No. 270 of Sarpy County, Nebraska

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

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 27th day of September, 2006 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.

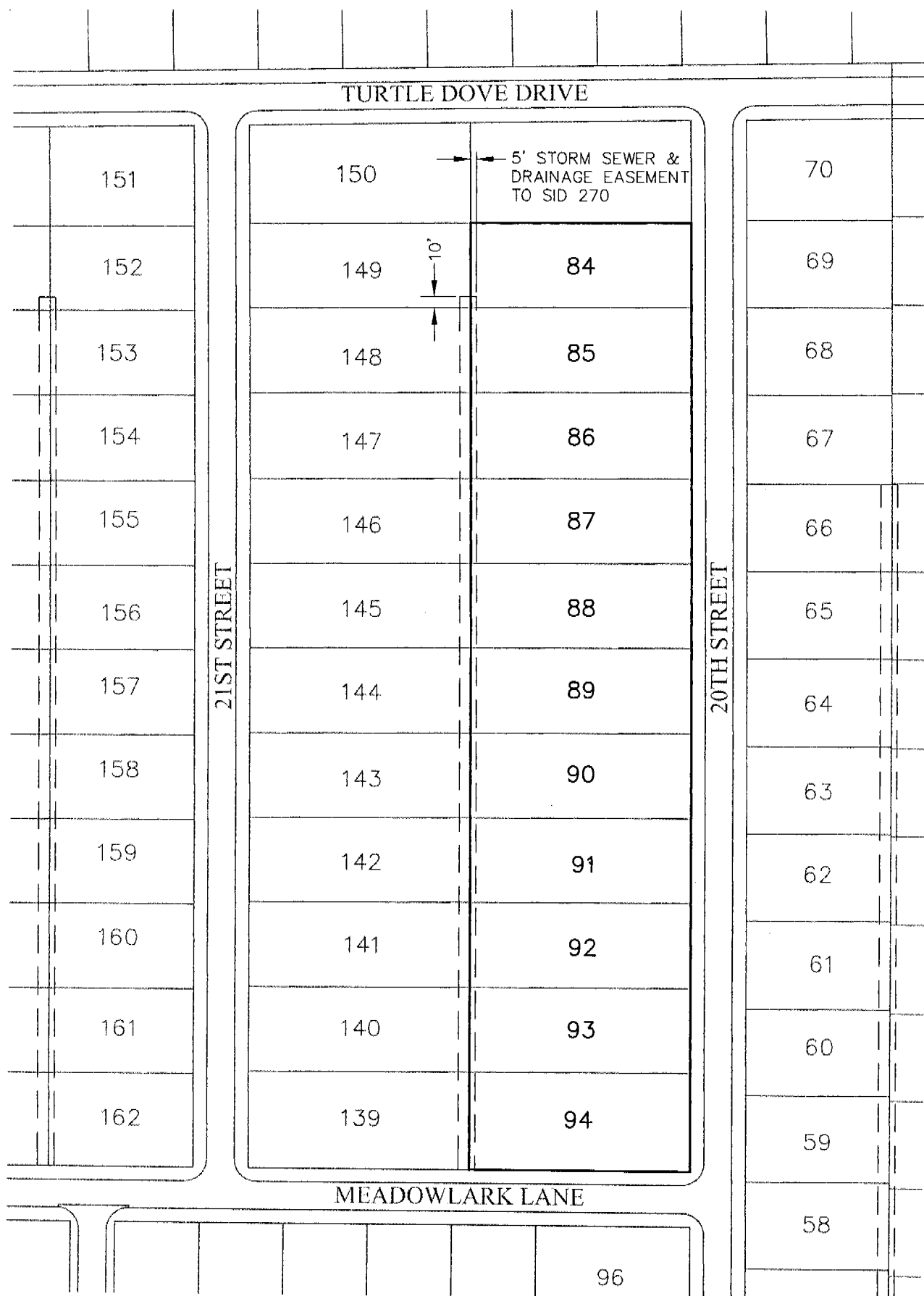
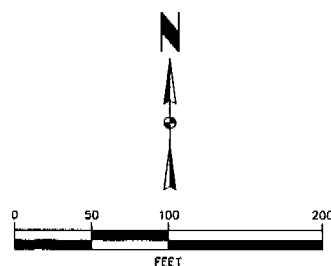


Derek J. Gregath
Notary Public

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

2006-33856A

fb: hgm: 71704 G:\Projects\71704-HYDA HILLS\dwg\EASEMENTS OTHER\LOTS 84-94.dwg



1 OF 1
sheet
71704
project no.

project HYDA HILLS
STORM SEWER AND DRAINAGE EASEMENT
client SANITARY IMPROVEMENT DISTRICT 270
sheet LOTS 84-94

JLB
drawn
SMO
designed
CJJK
approved
SEP 06
date revision date

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha