

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-27498

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Glenn J. [Signature]
REGISTER OF DEEDS

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Verify D
D.E. Sw
Proof 23.00
Fee \$ 23.00
Ck Cash Chg
16773

EASEMENT

THIS EASEMENT made this 22nd day of August, 2001, by and between Millard Park Limited Partnership, a Nebraska limited partnership (herein referred to as the "Grantor"), and Sanitary and Improvement District No. 162 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 Millard Park in Sarpy County, Nebraska, and,

WHEREAS, the Grantee needs a certain permanent easement for a storm sewer and a drainage way in Millard Park,

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 storm sewer and drainage way over the north twenty (20) feet of Lots 528 through 543, inclusive, in Millard Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska as shown in the drawing labeled 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 storm sewer and drainage way 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 the drainage way swale. After the drainage way swale is constructed by Grantee, the portion of the lot where the drainage way swale is located shall not be graded, filled in, or otherwise changed and no fence or other structure shall be constructed across or on the drainage way swale which would obstruct the flow of water in the drainage way swale.

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 are located all damage that may be done in the construction of the storm sewer and the drainage way swale or in the repair of the storm sewer by the Grantee by reason of negligent changes, alterations, maintenance, inspections, repairs or construction in the way of damage to trees, grounds, buildings, or other improvements thereon, including crops, vines and gardens, and further agrees that when said construction, or any subsequent construction on said easement is completed, the property shall be returned to the same condition it was prior to any work done by the Grantee on the easement.

2001-27098A

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.

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

DATED the day above written.

GRANTOR:

MILLARD PARK LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: DODGE DEVELOPMENT, INC.
a Nebraska corporation,
the sole General Partner

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

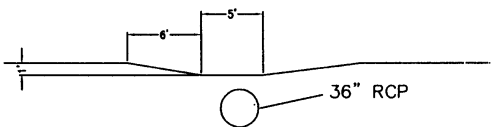
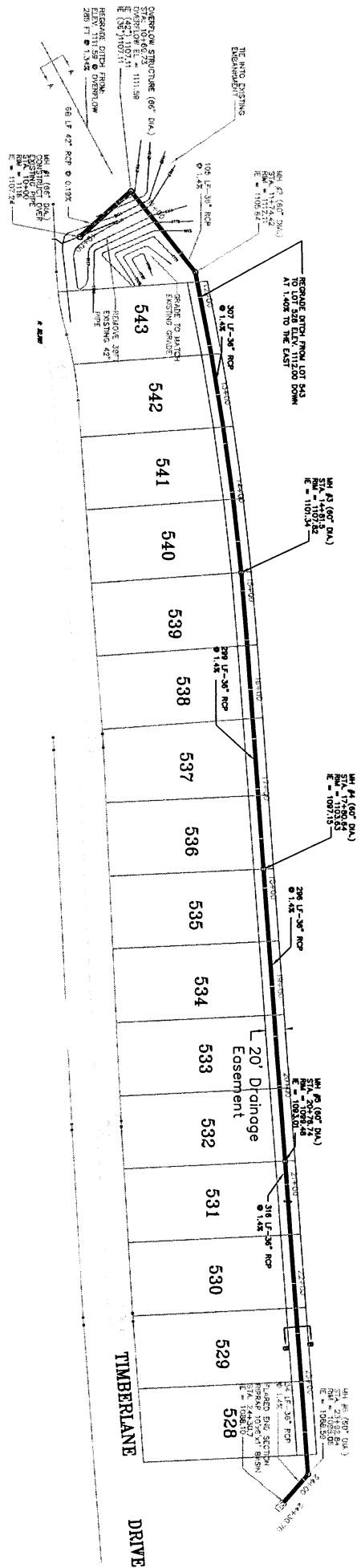
State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this 22nd day of August, 2001, by W. L. Morrison, Jr., as President of Dodge Development, Inc., a Nebraska corporation, the sole General Partner of Millard Park Limited Partnership, a Nebraska limited partnership, as the voluntary act and deed of said corporation and partnership.

Kristy J. Gregath
Notary Public



2007-000000



B-B TYPICAL SECTION 5' FLAT BOTTOM DITCH
No Scale: