

PERMANENT EASEMENT

THIS INDENTURE, made this 23 day of Aug., 1984, between Dodge Associates, a California Limited Partnership, hereinafter referred to as "Grantor(s)" and the County of Douglas, State of Nebraska, hereinafter called "County",

WITNESSETH:

That said Grantor(s) in consideration of the sum of ONE HUNDRED Dollars (\$100.00) and other valuable consideration, to Grantor(s) in hand paid by said County, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said County and its assigns forever, a drainage easement for the right to use, construct, build, maintain, repair and construct a storm sewer or culvert, together with all appurtenances, structures, and other applicable equipment pertaining to such drainage facility, in, through, over and under the parcel of land described as follows, to-wit:

A PARCEL OF LAND LYING ON THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH. P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NO. 00° 00' 00" E. (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 1,447.76 FEET; THENCE N. 90° 00' 00" E., 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OLD LINCOLN HIGHWAY (174TH STREET) BEING THE POINT OF BEGINNING; THENCE N. 00° 00' 00" E. ALONG SAID EAST LINE 74.49 FEET; THENCE N. 70° 00' 00" E., 52.14 FEET; THENCE S. 20° 00' 00" E., 70.00 FEET; THENCE S. 70° 00' 00" W., 77.62 FEET TO THE POINT OF BEGINNING. (0.10 ACRES)

No buildings, improvements, or structures shall be placed in, on, over or across said easements by undersigned, its successors and assigns without express approval of Douglas County. Any trees, grass and shrubbery placed on said easement shall be maintained by Grantor, its successors and assigns.

Said County shall cause any trench made on aforesaid realty to be properly refilled, seeded or sodded, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the County and any of said construction and work. Said County shall maintain its storm sewer structure in good order so as to protect Grantor's lands from damage on account of improper failure of maintenance.

Said Grantor for itself and its successors and assigns does confirm with the said County and its assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said County and its assigns against the lawful claims and demands of all persons.

This easement runs with the land.

The consideration recited includes damages for change of any grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written.

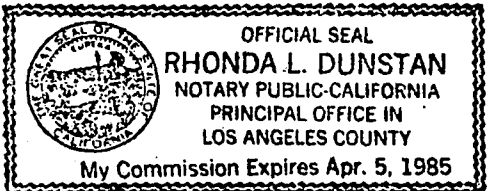
DODGE ASSOCIATES, a California Limited Partnership

By: George S. Gradow  
GEORGE S. GRADOW, General Partner

STATE OF California )

COUNTY OF Los Angeles )

The foregoing instrument was acknowledged before me this 23rd day of August, 19 84 by Rhonda L. Dunstan



Rhonda L. Dunstan

Signature of Person Taking Acknowledgement

Notary Public

Title

0667A

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C. HAROLD OSWELLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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