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FILED
CASS COUNTY, NE.

2012 JUL -5 PM 2:41

BR 74 Misc pg 512

David John
REGISTER OF DEEDS
#3860 \$ 10.50

COMPARED

**PERMANENT
DRAINAGE EASEMENT**

James M. Buel, Grantor, whether one or more, in consideration one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and in consideration of the conditions hereinafter stated, does hereby grant and convey unto the **Village of Eagle, Cass County, Nebraska, a political subdivision of the State of Nebraska, Grantee**, whether one or more, its successors, assigns, and franchisees, a permanent drainage easement over, across, and under the following described tract of real estate, to wit:

A permanent drainage easement over and across a portion of Sublot 15 of Tax Lot 12 located in the Southeast Quarter of the Southeast Quarter of Section 20, Township 10 North, Range 9 East of the Sixth P.M., Eagle, Cass County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of Tax Lot 12; Thence: S00°00'00"E, (assumed bearing) along and with the East line of said Tax Lot 12, a distance of 198.88 feet; Thence: N89°53'06"W, a distance of 134.00 feet, to the Point of Beginning; Thence: continuing N89°53'06"W, a distance of 20.00 feet; Thence: S00°00'00"E, a distance of 10.00 feet; Thence: S89°53'06"E, a distance of 20.00 feet; Thence: N00°00'00"E, a distance of 10.00 feet, to the Point of Beginning and containing 200.0 Square Feet of land, more or less.

hereinafter called Easement, subject to the following conditions:

1. Grantee shall have the right of ingress and egress over, across, and under Easement for the purpose of surveying, constructing, reconstructing, locating, relocating, altering, inspecting, repairing, replacing, adding to, maintaining and operating, at anytime, drainage facilities and/or utilities, with appurtenances and accessories thereto, of Grantee, its successors, assigns, and its franchisees and their respective successors and assigns. Such ingress and egress shall be exercised in a reasonable manner.
2. Grantee shall restore the surface of the soil excavated for any purpose hereunder to the contour of the adjacent yard or as near as may be possible.
3. Grantee shall at all times, in utilizing this Easement, exercise all due care and diligence to avoid any injury or damage to the personal property of the Grantor and the Grantee agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the aforementioned use, with appurtenances and accessories thereto.
4. Grantor and Grantor's successors and assigns covenant that at no time will any buildings, structures, pipelines or other property be erected, constructed, used or placed on or below the surface of Easement nor will any soil be removed from the surface of the above Easement that would infringe upon the integrity of the purpose of the drainage facilities and/or utilities, with appurtenances and accessories thereto, located therein.

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5. Grantor covenants that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor's successors and assigns shall warrant and defend the same, and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way assert any right, title or interest, prior to or contrary to this conveyance.

DATED this 5th day of June, 2012.

James M. Buel
James M. Buel, Grantor

STATE OF NEBRASKA)
COUNTY OF Cass) ss.

The foregoing Permanent Drainage Easement was acknowledged before me on the 12th day of June, 2012, by James M. Buel, Grantor.



Donna M. Stevens
Notary Public