

NO FEE

*Dan Galt*

REGISTER OF DEEDS

2001 SEP 19 P 4: 36

LANCASTER COUNTY, NE

INST. NO 2001

054238

Project: C.P.D-111

Tract 1

~~BLOCK~~

~~CODE~~

~~CHECKED~~

~~ENTERED~~

~~EDITED~~

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, William H. Ball and Dana N. Gregory herein called the "Grantor", record owner of the real property hereinafter described, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed does hereby grant, remise and relinquish unto Lancaster County, a governmental subdivision of the State of Nebraska, herein called "Grantee", permanent easement on the following legally described real estate situated in Lancaster County, Nebraska, to wit:

The east 17.00 feet of the west 50.00 feet of the north 30.00 feet of the south 1001.00 feet of the NW 1/4 of Section 9, Township 12 North, Range 5 East of the 6th Principal Meridian, Lancaster County, Nebraska.

Containing 0.01 acre, more or less.

TO HAVE AND TO HOLD unto Lancaster County, Nebraska, its successors and assigns, the right to construct, use and maintain on the land herein described utilities, such slopes as are necessary to retain and support the County road, the construction and/or extension of drainage structures and/or the construction of a drainage channel or drainage ditch and so long as such utilities, slopes, drainage structure, drainage channel or drainage ditch is used and maintained, the right of ingress and egress to said property herein described from the County road for the purpose of inspecting, repairing, and maintaining the said utilities, slopes, drainage structure, drainage channel and/or drainage ditch located thereon at the will of the Grantee, it being the intention of the parties hereto that the Grantee shall have the right to assign utility easements and that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use the above described property for any purpose that does not interfere with the uses herein granted.

The Grantor, in consideration of the payments herein stated, agrees not to construct buildings, ornamental fences or other improvements which may be damaged by the Grantees uses herein specified. If the Grantor chooses to make such improvements, Grantor hereby waives all claims for damages which may occur from the Grantees use as herein specified with the exception of necessary fence removal and replacement costs, or damages caused by negligence of the Grantee.

THIS INSTRUMENT, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

In witness whereof the Grantor has signed this 29 day of June, 20\_\_.

x *William H. Ball*  
x *Dana N. Gregory (Dana Ball)*

*Carolyn C. E. E.*

State of Nebraska, County of Lincoln:

Before me, a Notary Public qualified for said County, personally came \_\_\_\_\_

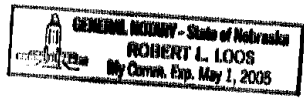
William H. Ball and Dana M. Gregory

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on June 29, 2001

My commission expires May 1, 2005

Notary Public Robert L. Loos



State of \_\_\_\_\_, County of \_\_\_\_\_:

Before me, a Notary Public qualified for said County, personally came \_\_\_\_\_

\_\_\_\_\_

known to me to be the identical person or persons who signed the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_

My commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_