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Project No. C55-P-412(2)
Tract No. 1

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Theodore V. Malone, herein called the "GRANTOR", record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, 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, Nebraska, herein called "GRANTEE" permanent easement on the following described real estate situated in Lancaster County, Nebraska, to wit:

A part of the NW¼ of Section 3, Township 8 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the NW corner of said Section 3; thence easterly with the north line of said Section 3, a distance of 351.7'; thence southerly and perpendicular to the said north line, a distance of 50.0' to the point of beginning; thence easterly and parallel with said north line, a distance of 450.0'; thence southwesterly to a point located 701.7' east of the said NW corner and 55.0' south of the said north line; thence westerly parallel with the said north line, a distance of 100.0'; thence southwesterly to a point located 546.7' east of the said NW corner and 90.0' south of the said north line; thence northwesterly to the point of beginning.

Containing 0.14 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 such slopes as are necessary to retain and support the County road; the construction or extension of drainage structures and the construction of a drainage channel and so long as such structure and channel is maintained, the right of ingress and egress to said property from the County road for the purpose of inspecting, repairing, maintaining and cleaning out said drainage structure and drainage channel located thereon at the will of the GRANTEE, it being the intention of the parties hereto that GRANTOR is hereby granting the uses herein specified without divesting GRANTOR of title and ownership of the rights to use and enjoy the above-described property for any purpose which would not interfere with the free flow and discharge of drainage water.

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.

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In witness whereof, Grantor has signed and dated below:

BY: Theodore V. Malone DATED 10/12/90

BY: _____ DATED _____

STATE OF NEBRASKA, County of Lancaster:

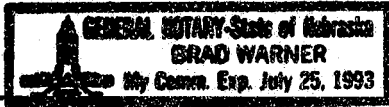
Before me, a Notary Public qualified for said County, personally came _____

THEODORE V. MALONE

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 10-12-90

My commission expires _____



NOTARY PUBLIC: Brad Warner

Malone-P.Eas

BLOCK
CODE
CHECKED me
ENTERED me
EDITED oo

Edna J. Peltz
REGISTERED DEEDS
90 OCT 29 AM 11:36
ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD ASS.

No fee

INST. NO. 90- 33131