

- within Blondo -

PROJECT NO. C-28(154)

BOOK 660 PAGE 351

TRACT NO. 1

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19 81

EASEMENT

THIS INDENTURE, made this 16th day of September 1981

between LEONARD PARKENING AND ELNA PARKENING, HUSBAND AND WIFE 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 Dollar and

no/100 ----- Dollars (\$ 1.00 ) 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, an easement for the right to use, construct, build, maintain and repair an earth embankment, together with culverts and other applicable structures pertaining to said project through, over and under the parcel of land described as follows, to wit:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6th P.M. IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S. 89° 19' 00" W., 53.40 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE N. 00° 41' 00" W., 33.00 FEET TO THE POINT OF BEGINNING ON THE NORTH RIGHT-OF-WAY LINE OF BLONDO STREET; THENCE S. 89° 19' 00" W., 399.35 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE N. 84° 27' 30" E., 200.72 FEET; THENCE N. 85° 33' 09" E., 76.16 FEET; THENCE S. 00° 41' 00" E., 10.00 FEET; THENCE N. 81° 37' 14" E., 74.67 FEET; THENCE S. 84° 24' 22" E., 49.65 FEET; THENCE S. 00° 41' 00" E., 16.57 FEET TO THE POINT OF BEGINNING.

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

Said County shall cause any excavation made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said excavation, 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 Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said County and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators, 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 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.

*Leonard Parkening*

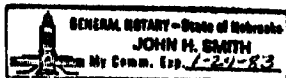
*Elna Parkening*

STATE OF NEBRASKA, County of Douglas

The foregoing instrument was acknowledged before me September 16 1981

by Leonard Parkening and Elna Parkening

*John H. Smith*  
Signature of Person Taking Acknowledgment



*General Notary*  
Title

RECEIVED  
OCT -1 1981  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

23 Mar

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