

**POOR INSTRUMENT FILED**

**BOOK 638 PAGE 138**

**EASEMENT**

PROJECT NO. C-28(185)

TRACT NO. 1A

THIS INSTRUMENT, made this 22nd day of July 1980

between Gene L. Peterson, et al.

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 Two Hundred

Eighty and no/100 Dollars (\$ 280.00 ) 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 IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MILITARY ROAD WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF 1DA STREET; THENCE N 81° 36' 00" W, (ASSUMED BEARING) ALONG SAID NORTHERLY LINE OF MILITARY ROAD, 25.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE N 81° 36' 00" W, 120.0 FEET; THENCE N 08° 24' 00" E, 50.0 FEET; THENCE S 81° 36' 00" E, 120.0 FEET; THENCE S 08° 24' 00" W, 50.0 FEET TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES, MORE OR LESS.

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 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.

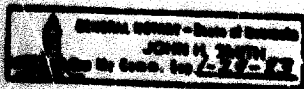
*Gene L. Peterson*  
*John F. Finney*

STATE OF NEBRASKA, County of Douglas

The foregoing instrument was acknowledged before me July 22nd 1980

by Gene L. Peterson and John F. Finney

*John H. Smith*  
Signature of Person Taking Acknowledgment  
*General Notary*  
Title



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JUL 29 1980

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