

BK 1485 PG 452-455



MISC 2003 01011

RICHARD N. TARKENTON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

03 JAN 10 PM 4:20

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PAGE DOWN FOR BALANCE OF INSTRUMENT**

*misc* FEE 22.50 FB D2-32000

$\frac{4}{5}$  BKP 4-503 ✓ C/O \_\_\_\_\_ COMP \_\_\_\_\_

DEL KS SCAN UR FV [Signature]

**MARK A. KLINKER**

Attorney At Law

7777 "L" Street  
Omaha, Nebraska 68127

Business: 331-3330  
Fax: 331-6816  
Home: 331-2847

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Maurice F. Cullen and Barbara J. Cullen, husband and wife, ("Grantor"), record owners of the real property hereinafter described, in consideration of One Dollar and No./100ths (\$1.00) and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set forth, do hereby GRANT, REMISE AND RELINQUISH unto the CITY OF RALSTON, NEBRASKA, a municipal corporation, its successors and assigns ("Grantee"), the RIGHT, PRIVILEGE, and EASEMENT to construct, reconstruct, maintain, and operate drainage channel improvements and appurtenances thereto over and through the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

TO HAVE AND TO HOLD UNTO THE CITY OF RALSTON, NEBRASKA, its successors and assigns, so long as such improvements shall be maintained, together with the right of ingress and egress to said property, for the purposes of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said drainage channel improvements and appurtenances thereto located on the Real Property, in whole or in part, at the will of 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 Real Property, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Grantee shall use reasonable efforts not to interfere with Grantor's operations on the Real Property or the use of improvements thereon. Grantee shall, at its sole cost and expense, restore the surface of and existing vegetation on the Real Property excavated for any purpose hereunder, as near as may be reasonably possible, to the original condition thereof and as soon after such work is performed as may be reasonably possible to do so.

Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities, and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the use by Grantee of the easement granted hereunder except as may result from the negligence or intentional misconduct of Grantor.

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

IN WITNESS WHEREOF, the undersigned has caused this Easement to be executed as of the 19 day of Sept, 2001.

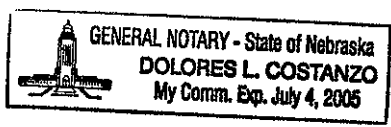
BY: Maurice F. Cullen  
NAME: Maurice F. Cullen

BY: Barbara J. Cullen  
NAME: Barbara J. Cullen

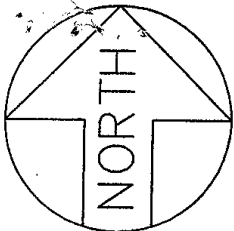
STATE OF Nebraska )  
COUNTY OF Douglas ) SS.

*BY MAURICE F. CULLEN +  
BARBARA J. CULLEN*

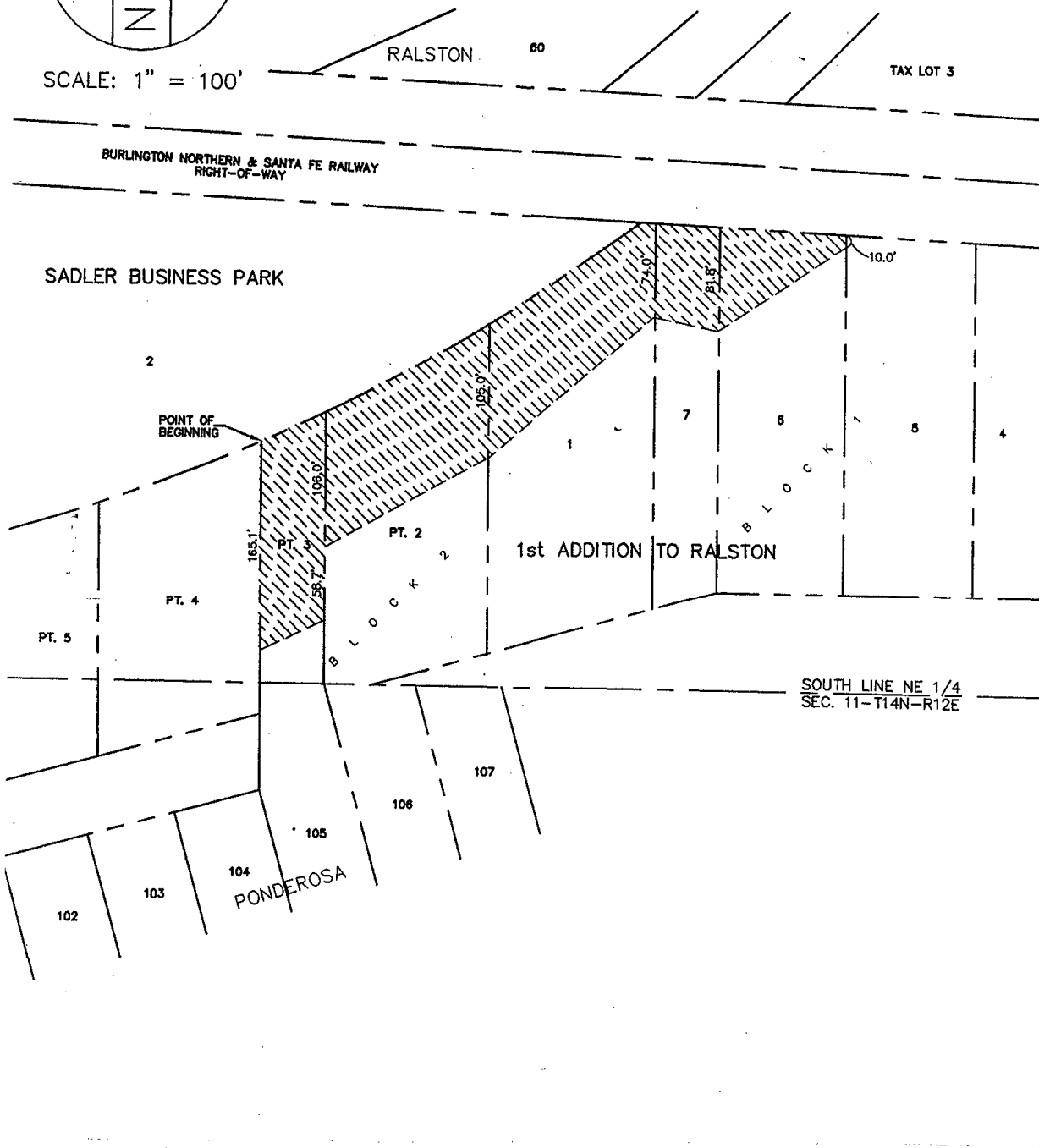
The foregoing instrument was executed before me this 19 day of September, 2001



Dolores L. Costanzo  
Notary Public



SCALE: 1" = 100'



**LEGAL DESCRIPTION**

THOSE PORTIONS OF LOTS 6 AND 7 IN BLOCK 1, AND LOTS 1, 2 AND 3 IN BLOCK 2 OF 1st ADDITION TO RALSTON, DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 2; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1478.69 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY, SAID CURVE ALSO BEING THE SOUTH LINE OF LOT 2, SADLER BUSINESS PARK; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN & SANTA FE RAILWAY TO THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 10.0 FEET; THENCE SOUTHWESTERLY TO THE WEST LINE OF SAID LOT 6, SAID POINT BEING 81.8 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTHWESTERLY TO THE WEST LINE OF SAID LOT 7, SAID POINT BEING 74.0 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTHWESTERLY TO THE WEST LINE OF SAID LOT 1, BLOCK 2, SAID POINT BEING 105.0 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY TO THE WEST LINE OF SAID LOT 2, BLOCK 2, SAID POINT BEING 106.0 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 58.7 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 3, BLOCK 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 165.1 FEET TO THE POINT OF BEGINNING. LYING IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.

**THE SCHEMMER ASSOCIATES INC.**

ARCHITECTS · ENGINEERS · PLANNERS

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 Omaha, Nebraska 68154-4416  
 Telephone (402)493-4800

DRAWN MWF

CHECKED W GK

DWG. NO. EASE-1

DATE: 6/13/01