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E A S E M E N T

THIS INDENTURE made this 27 day of October, 1976, between JOHN A. CULLEN, hereinafter referred to as "Grantor" and the CITY OF RALSTON, Nebraska, a municipal corporation, hereinafter called "City",

## WITNESSETH:

That said Grantor in consideration of the sum of \$1.00 and other valuable consideration to Grantor in hand paid by said City, receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto said City and its assigns forever a sewer and drainage easement for the right use, construct, build, lay, maintain, repair and construct sanitary or storm sewer pipe or drainage way for the passage for sewer water and sewage or storm water, together with all appurtenances, wires, lines, poles, structures and other applicable equipment pertaining to any sewer or drainage facility, in, through, over, or under the parcel of land described as follows, to-wit:

The northerly 20 feet of said Lot 6 and 7,  
Block 1, Ralston First Addition,

as shown and more particularly described in Exhibit "A" attached hereto which by reference is made a part hereof.

No buildings, improvements, or structures shall be placed, in, on or over or across said easement by undersigned, his or their successors or assigns without express approval of the City of Ralston. Any trees, grass, or shrubbery placed on said easement shall be maintained by Grantor, his or their heirs, successors and assigns. Said City shall cause any trench made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said trench 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 City and any of said construction work.

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Said Grantor for himself and his or their heirs, executors, and administrators does confirm with said City and its assigns, that he, the Grantor, is well seized in fee of the above described property, and that he or they have or has 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 City 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 damages arising from change of grade or grading are hereby waived.

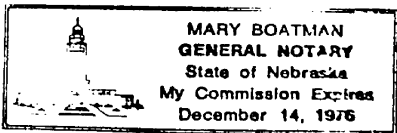
IN WITNESS whereof, said Grantor has hereunto set his hand and seal the day and year first above written.

*John A. Cullen By Maurice J. Cullen*

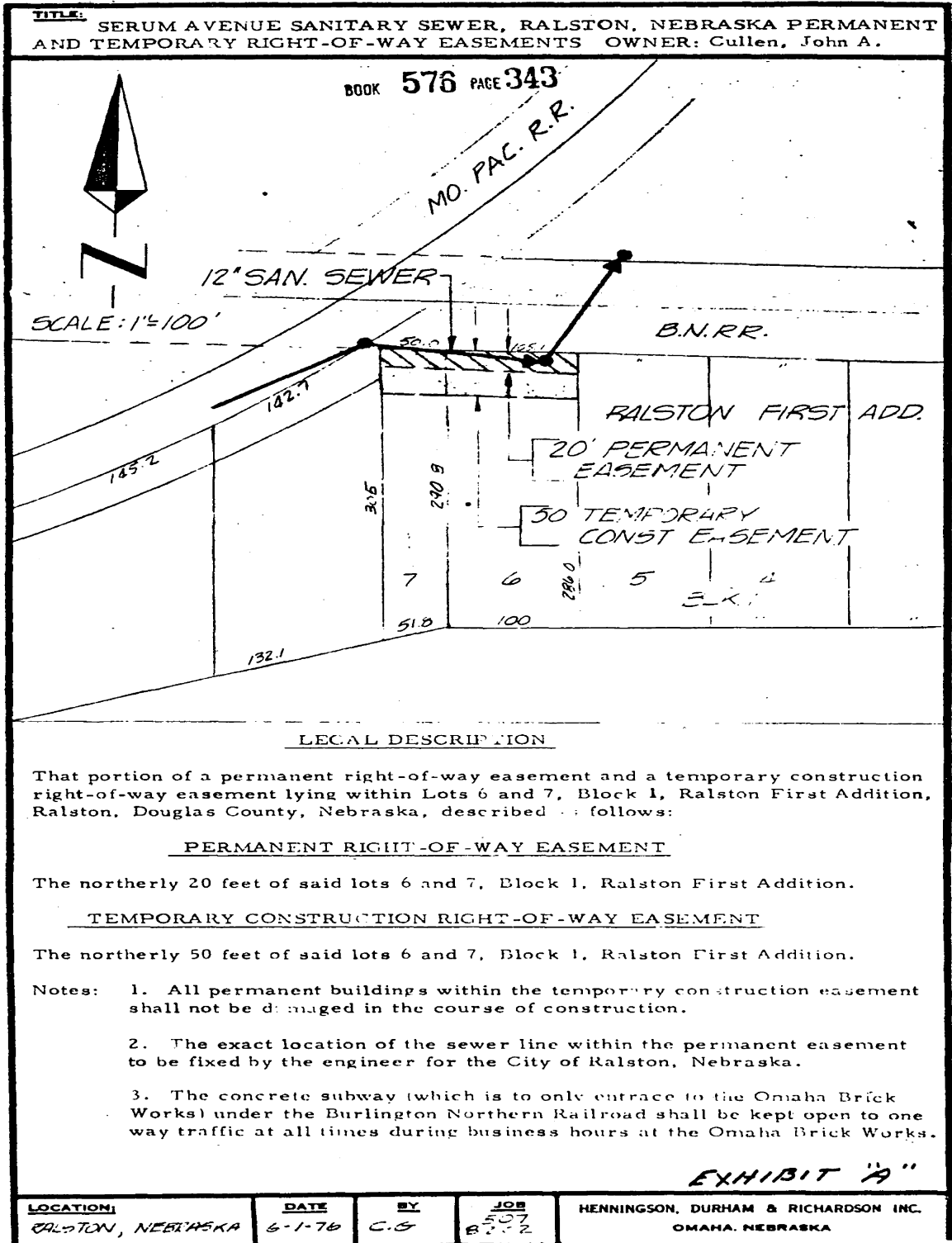
STATE OF NEBRASKA, )  
  : ss.  
COUNTY OF DOUGLAS, )

On this 27 day of October, 1976, before me a Notary Public, in and for said County, personally came the above named John A. Cullen, who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purposes therein stated.

WITNESS my hand and notarial seal the day and year last above written.



*Mary Boatman*  
Notary Public



15 March

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1977 FEB - 7 PM 1:54  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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