

Affects out lot #3

PROJECT NO. C-28(183)

BOOK 656 PAGE 329

TRACT NO. 9

EASEMENT

THIS INDENTURE, made this 29th day of July 1981

between FATHER FLANAGAN'S BOYS HOME 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 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, 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 NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE N 89° 46' 51" E (ASSUMED BEARING) 864.94 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE S 00° 13' 09" E, 33.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET, BEING THE POINT OF BEGINNING; THENCE N 89° 46' 51" E, 75.00 FEET ALONG SAID SOUTH LINE; THENCE S 33° 28' 15" W, 36.06 FEET; THENCE N 89° 22' 36" W, 55.00 FEET; THENCE N 00° 13' 09" W, 29.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,928 SQUARE FEET (0.04 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.

Signature of Robert P. Hupp, Executive Vice President

STATE OF NEBRASKA, County of DOUGLAS

The foregoing instrument was acknowledged before me July 29, 1981

by Robert P. Hupp.

MARTHA ECKMANN, General Notary, State of Nebraska, My Commission Expires April 25, 1985. Signature of Martha Eckmann, Notary Public.

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Vertical stamps: 656, 329, 26-15-11, 26-15-11

Form fields on the left margin: (Mo., Day, Yr.) 22, 1906; (hr); INSIDE CITY LIMITS; DWN, STATE, ZIP; maha, Nebr.; ka 68108; AD (Hour); (ay, Yr.); days; Months; yrs.; DR TOWN STATE

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