

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA

Resolved

BOOK 791 PAGE 45

WHEREAS

a.) At a regular meeting of this Board and upon notice as required by law, a public hearing was held.

b.) The purpose of such hearing was to determine the convenience or necessity of continuing a certain sidewalk easement previously made the 4th of October, 1976.

c.) At the conclusion of such hearing it was determined that such easement was no longer necessary or required for the County's purposes or the purposes of the general public.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT the sidewalk easement previously granted the 4th day of October, 1976, attached hereto and incorporated herein by this reference, be and the same is hereby cancelled, revoked and held for naught.

BE IT NEXT RESOLVED THAT this Board's Chairman and Attorney take the necessary steps pursuant to the easement now cancelled to notify in writing the owners previously affected by this easement cancellation together with any and all other steps that may be necessary or required to effectuate this sidewalk easement termination.

BE IT FINALLY RESOLVED THAT a certified copy of this resolution together with the form of notice be submitted to the Register of Deeds Office for recording upon the various parcels that are now free of such sidewalk easement.

DATED this 30th day of September, 1986.

[Handwritten signatures of Board Members]

THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, NEBRASKA.

Motion by Green; Seconded by Kelley
I move the adoption of the resolution.
ADOPTED: September 30, 1986
YEAS: McGallister, Rosenblatt, Green,
Kelley, Albert

[Handwritten signature of County Clerk]

COUNTY CLERK

Certified Copy to: County Clerk,
County Commissioners, County
Attorney, S.I.D. 267, Register of
Deeds.

BOOK 791 N 79A-244^{MF} C/O _____ FEE *[initials]*
PG 45-47 N _____ DEL *[initials]*
OF *[initials]* COMP *[initials]*

GEORGE A. H. GREGG
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1986 OCT -3 PM 1:25

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THIS EASEMENT AGREEMENT made this 17th day of (October), ~~19~~

between the undersigned ~~H. LEE GENDLER, TRUSTEE~~ herein called Grantor, and Douglas County, herein called Grantee, shall ~~exist and operate for a two-year period from the above date and shall continue for one-year periods unless terminated in writing on or before~~ the anniversary date ~~beginning~~ the Grantor or the Grantee of this Agreement.

1. In consideration of One Dollar and Other Valuable Consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the real property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns this sidewalk and pedestrian passageway easement:

* A twenty-foot (20') strip of land lying west of and adjacent to the East line of the West 1/2 of the Northeast 1/4 and the Southeast 1/4 of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska; the centerline of which strip of land is described as follows:

* Beginning at a point on the North line of Lot 4, Crosskey Villages Addition and 10 feet West of the Northeast Corner of said Lot 4; thence Northerly to a point 10 feet West and 20 feet North of the Southwest Corner of Lot 4, Heide Heights Addition.

2. ~~The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement, and removal of a sidewalk and pedestrian passageway and all related appurtenances to be located therein.~~ The Grantee and its contractor and engineers shall have the full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purpose of this easement. ~~The obligation to maintain said passageway is that of the Grantee and at no cost to the Grantor,~~ including the clearing of ice and snow.

3. ~~The primary purpose of the sidewalk is to provide a passageway across Grantor's land for young children to travel to and from school.~~ Others are expected and allowed to use the sidewalk by the granting of this easement, all to the end that a ~~utility~~ for the use and benefit of the general public is created and maintained by the grant now made in paragraph 1 above.

4. ~~Grantor~~ expressly agrees to indemnify and ~~save harmless~~ the Grantor from ~~any and all suits, actions, damages, costs, and expenses~~ which arise from the granting or giving of this easement or from the acts, omissions, or negligence of the Grantee, its engineers or contractor. The ~~Grantee~~ further binds itself to indemnify and save harmless the Grantor for or ~~on account of any injury or damages received or sustained by any person~~ because of the granting or giving of this easement or from the acts, omissions, or negligence of the Grantee, engineers, or contractor.

5. Grantor does hereby covenant and agree with the said Grantee that at the time of the execution and delivery of these presents, it is lawfully seized of said premises; that it has good right and lawful authority to grant said easementway; and Grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

~~The terms "he, his and his heirs" above used shall also mean heirs, devisees, beneficiaries, successors, assigns, trustees, or grantees, as the case may~~

EXECUTED the day and year first above written.

By H. Lee Gendler

H. Lee Gendler, Trustee

* Part Lot 4, Heide Heights

* Parts of Lot 135 thru 157, Crosskey Villages East

* Part of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ East Section 8, Township 15 North, Range 12 East

REL 402

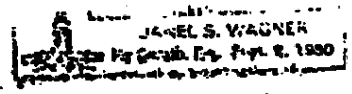
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STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

On this 11th day of October, 1976, before me, a Notary Public, in and for Douglas County, personally came the aforementioned named H. LEE GENDLER, Trustee, 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.

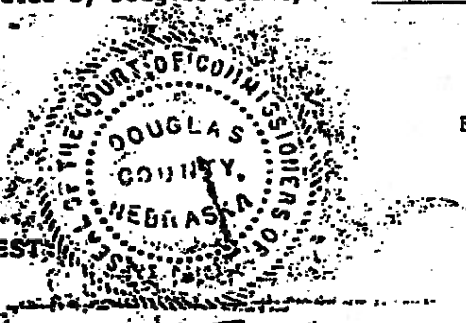
WITNESS my hand and Notarial Seal the date aforesaid.



Janet S. Wagner
Notary Public

My Commission expires 9-9-80

Executed by Douglas County this 17th day of October, 1976.



By [Signature]
Chairman, Douglas County Board of Commissioners

ATTEST
[Signature]
Douglas County Clerk

61 [Signature]

RECORDED
INDEXED
OCT 24 PM 1:57
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