

Lots 158 + 159

10-14-12

PROJECT NO. C-28(45)

TRACT NO. 2

EASEMENT

BOOK 538 PAGE 185

THIS INDENTURE, made this 17th day of June, 1974

between X.H. Land & Cattle Co.

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 DOLLAR AND OTHER VALUABLE CONSIDERATIONS ollars (\$ 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 paving easement for the right to use, construct, build, maintain, repair and construct paving for the passage of traffic, together with all appurtenances, wires, lines, poles, structures, and other applicable equipment pertaining to any paving, or drainage facility, in, through, over and under the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

No buildings, improvements, or structures, shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of Douglas County. Any trees, grass, and shrubbery placed on said easement shall be maintained by Grantor(s), his or their heirs, successors and assigns.

Said County 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 County and any of said construction and work.

Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said County and its assigns, that he or they, the Grantor(s) is or are well seized in fee of the above described property and that he or they has or have 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 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.

XH LAND & CATTLE COMPANY

Name of Corporation

BY [Signature] President

ATTEST [Signature] Secretary

(Acknowledgment on reverse side hereof)

