

31-16-12
South of
OLA

BOOK 525 PAGE 257

PROJECT NO. C-28(93)

TRACT NO. 1

EASEMENT

THIS INDENTURE, made this 2nd day of August, 19 73

between Henry J. Neuhaus

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 & 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 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"

COUNTY WILL PROVIDE COWPATH OVER CULVERT AND BARB WIRE OVER SAME.

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.

Henry J. Neuhaus

Name of Corporation

Corporate

Seal:

BY _____

President

ATTEST _____

Secretary

(Acknowledgment on reverse side hereof)

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this 2nd day of August, 19 73, before me, a Notary Public, in and for said County, personally came the above named:

Henry J. Neuhaus

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the date aforesaid.

Frank E. Prokop
Notary Public

FRANK E. PROKOP
GENERAL NOTARY - State of Nebr.
My Commission Expires
May 21, 1977

My Commission Expires

STATE OF NEBRASKA) SS
COUNTY OF DOUGLAS)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County, personally came

President of _____

_____ a _____ Corporation, and _____

_____, Secretary of said Corporation, to me, personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Douglas County the day and year last above written.

Notary Public

My Commission Expires _____

Owne

Two tracts of land located in the west 3/4 of the South 1/2 of the Northwest 1/4 of Section 31, Township 16 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska more particularly described as follows:

Permanent Easement

Beginning at a point which lies on the east R.O.W. line of County Road 52 (132nd Street) said point being 227 feet north and 33 feet east of the west 1/2 corner of said Section 31; thence N 00°00'00" E along said easterly R.O.W. line 30 feet, thence N 75°00'00" E 31.05 feet, thence S 00°00'00" W parallel to and 63 feet east of the west line of said Section 31, 30 feet, thence S 75°00'00" W 31.05 feet to the point of beginning, said tract contains 0.02 acres more or less.

The above legal descriptions assume that the west line of the west half of said Section 31 bears due north and south.

- Temporary Ease. 0.1 Acres
- Permanent Ease. 0.02 Acres
- Land Acquisition _____

Owner:

*Henry J. Neuhaus
6201 No. 132nd Street*

Tract No. 162
 Exhibit No. A
 Project No. C-28 (93)
 Date July 31, 1973

DOUGLAS COUNTY
 SURVEYOR ENGINEER