



BK 0827 PG 214



MISC 1987 16724

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

AGREEMENT

THIS AGREEMENT MADE THIS // DAY OF SEPTEMBER, 1987, by and between the County of Douglas, Nebraska, and David F. and Patricia A. Lanoha, husband and wife, doing business as Lanoha Nursery.

WHEREAS the County of Douglas, Nebraska, a Political Subdivision of the State of Nebraska, is constructing certain roadway improvements at or near the intersection of County Road 72, more commonly known as 192nd Street, and State Highway 92, more commonly known as West Center Road; and

WHEREAS Lanoha Nursery, owned and operated by David F. and Patricia A. Lanoha, occupies the southeast quadrant of the intersection of said roadways; and

WHEREAS the County of Douglas has acquired certain easement rights across Lanoha Nursery property for the purpose of accommodating drainage; and

WHEREAS implementation of the County's drainage easement and installation of adequate drainage structures requires the removal of certain live trees,

AND NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

(1) The County of Douglas, Nebraska, hereby agrees to buy and David F. and Patricia A. Lanoha, doing business as Lanoha Nursery hereby agree to sell, a total of thirty-three (33) live growing trees, which trees are presently growing on parcel 10D of Tract 10, in Douglas County, Nebraska, which tract is a part of Douglas County Construction Project C-28(180) and which trees are more fully recited on Attachment 1 hereto.

(2) In addition to selling the trees described in paragraph (1) immediately preceding, David F. and Patricia A. Lanoha doing business as Lanoha Nursery agree to move the above-described trees to Hefflinger Park located in Douglas County, Nebraska, and to transplant said trees according to instructions to be furnished by the Douglas County Engineer's Office. Lanoha Nursery and David F. and Patricia A. Lanoha agree to use ordinary and reasonable care in the removal and transplanting of said trees and to afford the County of Douglas the customary warranties associated with such transplanting. David F. and Patricia A. Lanoha doing business as Lanoha Nursery further agree to be responsible for any and all personal injuries or damage to property which may occur during the removal and transplanting of said trees.

(3) For and in consideration of the promises set forth in this Agreement the County of Douglas agrees to pay to David F. and

Patricia A. Lanoha, husband and wife, doing business as Lanoha Nursery, the sum in the amount of Ten Thousand Two Hundred Eighty Dollars (\$10,280.00) for purchase, removal and transplanting of the trees described in Attachment 1 hereto. This consideration shall be the only consideration provided and the parties herewith stipulate and agree that said amount is separate and distinct from any other consideration which may be given for the above-described drainage easement over the land itself. Parties hereby stipulate and agree that the consideration set forth herein is adequate.

(4) The parties stipulate and agree that this agreement shall not become effective until duly approved by the Board of Commissioners of the County of Douglas, Nebraska. This agreement shall be executed in triplicate by the parties hereto.

LANOHA NURSERY

THE COUNTY OF DOUGLAS, NEBRASKA

BY: *David F. Lanoha*

David F. Lanoha

BY: *Mark A. Keller*

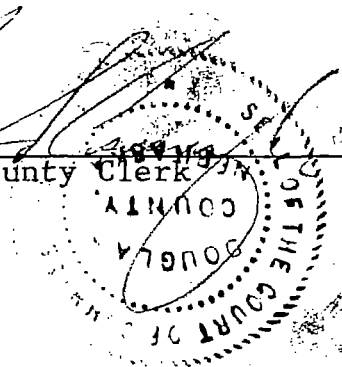
Chairman

ATTEST:

BY: *Patricia A. Lanoha*

Patricia A. Lanoha

[Signature]
Douglas County Clerk



0131/58-59

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

\$150.00 per inch - no cost added for tree spade

33 TOTAL

7,780

	1 3/4"	NORWAY MAPLE	265.00	75
	3 1/4"	SUGAR MAPLE	490.00	
	3/4"	PATMORE ASH	125.00	75
	3/4"	" "	125.00	75
	4"	SHADEMASTER LOCUST	600.00	
	1 1/4"	PATMORE ASH	125.00	75
	"	"	125.00	75
	"	"	125.00	75
	"	"	125.00	75
	"	"	125.00	75
AGED	5"	SHADEMASTER LOCUST	960.00	
	6 1/2"	NORWAY MAPLE <i>Small Crown</i>	975.00	
	6"	BLAIR MAPLE	900.00	
AGED	7"	BLAIR MAPLE	850.00	
	3/4"	PATMORE ASH	125.00	75
	6"	BLAIR MAPLE	900.00	
	2 1/4"	NORWAY MAPLE <i>Small Crown</i>	340.00	
	2 1/2"	NORWAY MAPLE " "	375.00	
	2"	CLUMP SYCAMORE 3 STEM	395.00	
	2 1/4"	NORWAY MAPLE <i>Small Crown</i>	340.00	
	3/4"	CLUMP SYCAMORE 3 STEM	175.00	
	1 1/4"	CLUMP SYCAMORE 4 STEM	250.00	
	3/4"	PATMORE ASH	125.00	
	6 1/2"	BLAIR MAPLE	975.00	
	3"	SCHWEBER <i>Small Crown</i>	375.00	
8 EA	3/4" 1"	PATMORE ASH	125.00 EA	1000.00
ATTACHMENT 1			TOTAL	11,280.00
			ASH DECK	- 800
			Cash/Property	\$ 7,780

PROJECT NO. C-28(180)

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TRACT NO. 10

PARCEL NO. 10D

EASEMENT

THIS INDENTURE, made this 11 day of SEPTEMBER, 19 87

between DAVID F. LANOHA AND PATRICIA A. LANOHA

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 _____
SIX HUNDRED and no/100-----Dollars (\$ 600.00) 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 drainage ditch and/or culvert, together with all appurtenances, structures, and other applicable works pertaining to such drainage facility in, through, over or under the parcel of land described as follows, to wit:

A PARCEL OF LAND BEING THE EAST 12.00 FEET OF THE WEST
57.00 FEET OF THE SOUTH 445.00 FEET OF THE NORTH 862.52 FEET OF
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 15
NORTH, RANGE 11 EAST OF THE 6th P.M., IN DOUGLAS COUNTY, NEBRASKA.
SAID PARCEL CONTAINS 5,340 SQUARE FEET (0.12 ACRES) MORE OR LESS.

RECEIVED
1987 SEP 22 PM 2:44
GEORGE J. BULLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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 in connection with any of said construction and work. Said County shall maintain its culvert and/or ditch in good order so as to protect Grantor's lands from damage on account of improper failure of maintenance.

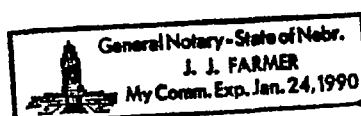
Said Grantor for itself and its successors and assigns does confirm with the said County and its assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said County and its assigns against the lawful claims and demands of all persons.

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]
[Signature]

STATE OF NEBRASKA, COUNTY OF Douglas

The foregoing instrument was acknowledged before me Sept. 11,
19 87, by David F. and Patricia A. Lanoha.



[Signature]
Signature of Person Taking Acknowledgement

827 N 35-15-11 NW 3/4 FEE 20.50
214-217 DEL SR MC 0
Miss SA

Title