

EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska, Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto CHARLES BROWN of Douglas County, Nebraska, Grantee, his heirs and assigns, a PERPETUAL EASEMENT for the construction, operation, maintenance, repair, renewal, and reconstruction of a roadway upon the following described parcel of land in Douglas County, Nebraska, to-wit:

Said Easement shall be an access road thirty (30') feet wide from an existing road in Hummel Park to the vicinity of the Northeast corner of the North one-half of the East ten (10) acres of the South one-half of the S. W.  $\frac{1}{4}$  of the N. W.  $\frac{1}{4}$  of Section 9, Township 16, North Range 13 east of the 6th P. M. in Douglas County, Nebraska; said Easement area is more particularly described as fifteen (15') feet each side of the center line described as follows:

Beginning at a point on the North line of said ten (10) acres, 27.2 feet West, North  $90^{\circ} 00'$  West of the Northeast corner of said ten (10) acres; thence North  $22^{\circ} 30'$  East 22.5 feet; thence Northeasterly North  $57^{\circ} 30'$  East 2'42.35 feet to the center of an existing road in Hummel Park.

Note: The east line of said North one-half of said ten (10) acres is assumed grid bearing due North.

all as shown on land surveyor's certificate attached hereto and made a part hereof.

It is understood that said Easement is given upon the express understanding and condition that the same may be used by Grantee, his heirs, executors, administrators, and assigns in conjunction with the use of his property. It is further provided that all expense of building and maintaining an access road over the property covered by this Easement shall be the responsibility of said Grantee and it is further provided that said road shall be so constructed as to provide drainage which will prevent water from being carried into the day camp site in Hummel Park.

It is further provided that said Grantee, his heirs, executors, administrators, and assigns shall assume and hold the City of Omaha free from any liability or responsibility, or its successors or assigns, as the result of any person using said roadway by invitation, express or implied.

IN WITNESS WHEREOF, said City of Omaha has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereunto affixed this 2nd day of July, 1971.

In Presence of:

CITY OF OMAHA, a Municipal Corporation

Mary Gulligan Cornett

By [Signature]  
Mayor

ATTEST:

Mary Gulligan Cornett  
CITY CLERK

(seal)

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

STATE OF NEBRASKA )  
) ss  
COUNTY OF DOUGLAS )

I, [Signature], do hereby certify that Eugene A. Leahy, Mayor of the City of Omaha, in the State of Nebraska, and Mary Gulligan Cornett, City Clerk of said City, personally known to me to be the persons whose names are subscribed to the above and foregoing instrument, and to me personally known to be such Mayor and City Clerk, respectively, appeared before me this day in person and respectively acknowledged that they signed, sealed and delivered said instrument of writing as their free, voluntary and official act and deed as such Mayor and City Clerk, and as the act and deed of said City of Omaha, in the State of Nebraska, and of the City Council of the City of Omaha, in the State of Nebraska, for the uses and purposes therein set forth, and in accordance with and pursuant to the authority given them by resolution of the City Council of the City of Omaha, in the State of Nebraska, a copy of said resolution being attached hereto.

MY COMMISSION EXPIRES November 5, 1971.

Given under my hand and official seal this 2nd day of July, 1971.

[Signature]  
Notary Public

