

2-5-74
59, 64, 63
BOOK 539 PAGE 262

81-399+

AFFIDAVIT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Viola Voorhees, being first duly sworn, on oath deposes and states that she is, on the date hereof, the owner and in possession of all lots in Cedar Hollow Addition, a subdivision in Douglas County, Nebraska.

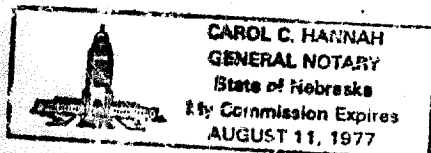
That on the 6th day of December, 1973, affiant placed of record in Douglas County, Nebraska certain Protective Covenants which affect the use and occupancy of lots in Cedar Hollow; said covenants being recorded in Book 530 at Page 331 of the Miscellaneous Records for said county. That by inadvertence and mistake the word "Replat" was inserted in said instrument so as to indicate that certain lots were in a Replat of Cedar Hollow.

Affiant now states that all numbered lots set out in the said instrument recorded in Book 530 at Page 331 refer to Cedar Hollow, a subdivision in Douglas County, Nebraska, and that any reference to a "Replat" is hereby declared to be without force or effect.

Further this affiant sayeth not.

x Viola Voorhees

SUBSCRIBED in my presence and sworn to before me this
15th day of July, 1974.



Carol C. Hannah
Notary Public

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
16 DAY OF July, 1974 AT 2:14 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

1950

81-399+

BOOK 538 PAGE 253

EASEMENT

THIS EASEMENT AGREEMENT made the ^{15th} day of July, 1974, between VIOLA VOORHEES, widow, hereinafter called GRANTOR, and SANITARY AND IMPROVEMENT DISTRICT NO. 246 OF DOUGLAS COUNTY, NEBRASKA, GRANTEE.

WITNESSETH:

1. For valuable consideration, the receipt of which is hereby acknowledged, Grantor being the owner of the land hereinafter described as being a part of the Northwest Quarter (NW 1/4) and Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); and part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) all in Section 10, Township 15 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, now platted as Cedar Hollow, a Subdivision in said County, does herewith give and grant unto Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land located in the above described land in Douglas County, Nebraska, said strip of land being more particularly described as hereinafter set forth.

A permanent drainage easement over, on and under an area in Cedar Hollow, a Subdivision in Douglas County, Nebraska, particularly described in Exhibits "A" and "B" attached hereto and made a part of this easement grant.

2. The scope and purpose of said perpetual easement is for the construction, repair, maintenance, replacement and renewal of a 24 inch x 6 inch reinforced Portland Cement Concrete Drainageway liner with Transition Wing Walls and all necessary appurtenances thereto to transport surface water and provide positive storm and surface water drainage in the area served. The exact location of said drainageway liner in the perpetual easement shall be fixed and determined by the engineers for Grantee.

3. By accepting the foregoing permanent easement, Grantee agrees to pay all costs of construction of said drainageway liner and to pay to Grantor any damage sustained by reason of said construction.

4. Said permanent easement is granted on the express condition that if any changes, repairs or alterations are necessary to be made at any time, or if any portion of said drainageway needs to be reconstructed after the above described property is improved, the Grantee shall make good to Grantor, or to her assigns, any and all damage sustained by said changes, alterations, reconstruction or the exercise of ingress and egress in connection therewith.

5. Grantor or her assigns shall not build, create, construct or allow to be built, created or constructed any building, or other structure, at any point on the permanent easementway or to plant any tree, shrub or other plant which affects the normal drainage flow or the right of ingress and egress.

6. That Grantor, for herself and her assigns, does hereby covenant with Grantee and its successors and assigns that she is well seized in fee of the premises above described and that she has the right to grant and convey this permanent easement in the manner and form aforesaid, and that she will, and her successors and assigns

BOOK

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shall warrant and defend this easement to the said Grantee and its assigns against the lawful claims and demands of all persons.

Executed the day and year first above written.

Viola Voorhees
Viola Voorhees, a widow

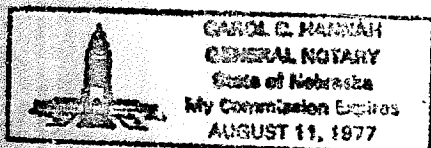
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public qualified for said county, personally came Viola Voornees, a widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

WITNESS my hand and notarial seal on July 15, 1974.

Carol C. Hannah
Notary Public

My commission expires: Aug 11, 1977



N

SCALE 1"=100'

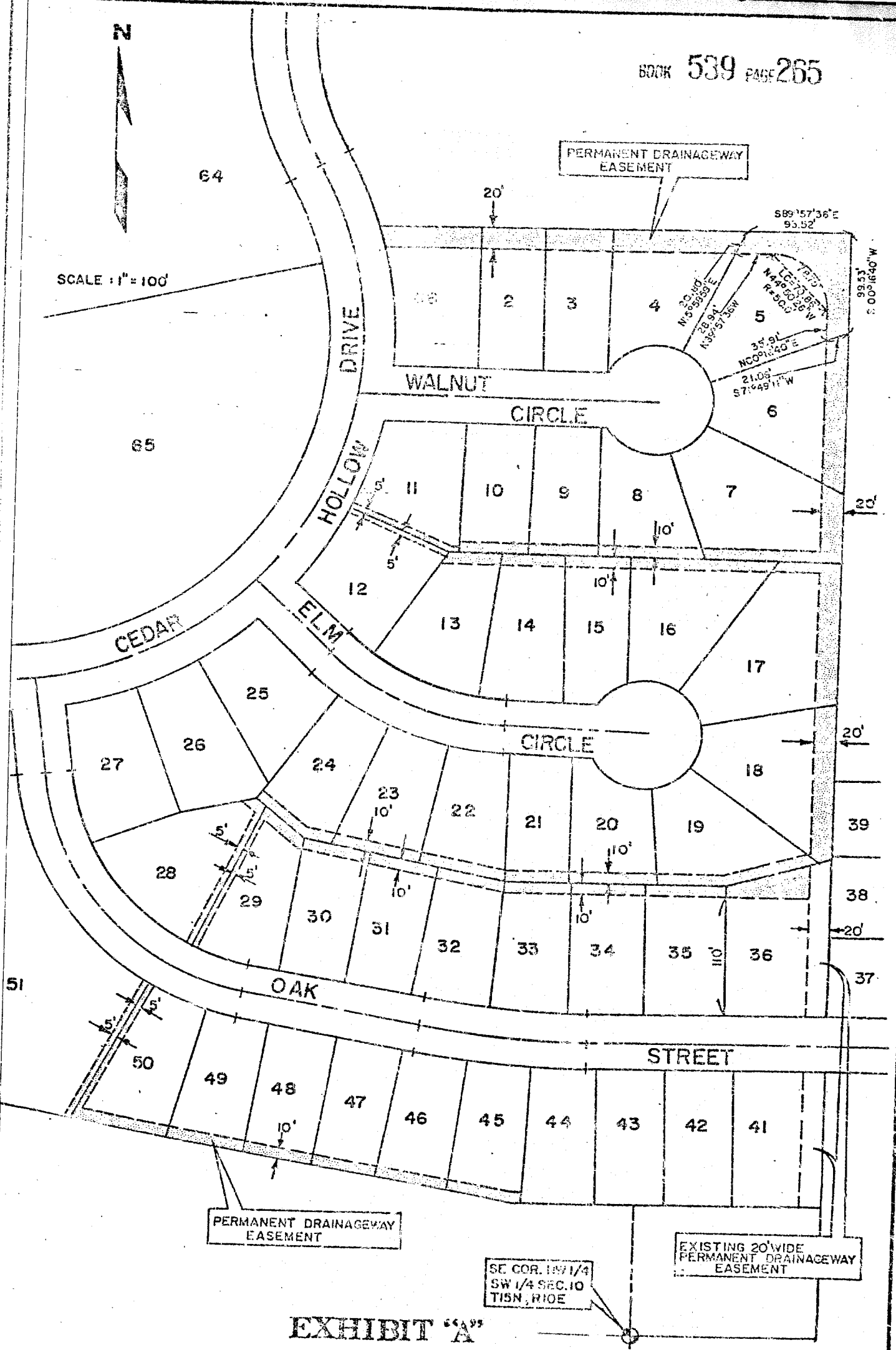


EXHIBIT "A"

Book _____ Page _____

Date 7/1/74

Job Number 72-01, 1102

LAMP RYNEARSON & ASSOCIATES, INC.
engineers surveyors

FORTY-SIX TEN DODGE STREET
OMAHA, NEBRASKA 68102
TELEPHONE 422-528-4050

PERMANENT DRAINAGEWAY EASEMENTLEGAL DESCRIPTION

A PERMANENT drainageway easement in Lots 2 thru 24, inclusive, Lots 28 thru 36, inclusive, Lots 45 thru 51, inclusive, and Lot 66, all in CEDAR HOLLOW, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: The North 20 feet of said Lots 66, 2, 3 and 4, together with a part of said Lot 5, described as follows: Beginning at the Northeast corner of said Lot 5; thence S 00° 16' 40" W, 99.53 feet along the East line of said Lot 5 to the Southeast corner of said Lot 5; thence S 71° 49' 11" W, 21.08 feet along the Southeasterly line of said Lot 5; thence N 00° 16' 40" E, 35.91 feet along a line 20 feet West of and parallel with the East line of said Lot 5 to a point of curve; thence along a curve to the left (having a radius of 50.0 feet and long chord bearing of N 44° 50' 28" W for 70.86 feet), an arc distance of 78.75 feet to a point of tangency; thence N 89° 57' 36" W, 28.94 feet along a line that is 20.0 feet South of and parallel with the North line of said Lot 5 to the Westerly line of said Lot 5; thence N 15° 58' 59" E, 20.80 feet along the Westerly line of said Lot 5 to the Northwest corner of said Lot 5; thence S 89° 57' 36" E, 93.52 feet along the North line of said Lot 5 to the point of beginning; together with the East 20.0 feet of said Lots 6, 7, 17 and 18; together with the South 10.0 feet of said Lots 7, 8, 9 and 10, and the Southerly 5.0 feet of said Lot 11 being parallel with the South and Southerly lines of said Lot 11; together with the Northerly 5.0 feet of said Lot 12 being parallel with the Northerly line of said Lot 12 and the North 10.0 feet of said Lots 13, 14, 15, 16 and 17; together with the Southerly 10.0 feet of said Lots 19 thru 24, inclusive, being parallel with the respective Southerly lines of said Lots 19 thru 24, inclusive; together with the Easterly 5.0 feet of said Lot 28, being parallel with the

Easterly line of said Lot 28 and the Northeasterly 10.0 feet of said Lot 28, being parallel with the Northeasterly line of said Lot 28 that abuts said Lot 24; together with the Westerly 5.0 feet and Northerly 10.0 feet of said Lot 29, being parallel with the Westerly and Northerly lines, respectively, of said Lot 29; together with the Northerly 10.0 feet of said Lots 30 thru 35, inclusive, being parallel with the respective Northerly lines of said Lots 30 thru 35, inclusive; together with that part of said Lot 26 lying North of a line that is 110.0 feet North of and parallel with the South line of said Lot 26, except the East 20.0 feet thereof; together with the Southeasterly 5.0 feet of said Lot 51, being parallel with the Southeasterly line of said Lot 51, which is common to the Westerly line of said Lot 50; together with the Westerly 5.0 feet and Southerly 10.0 feet of said Lot 50, being parallel with the Westerly and Southerly lines, respectively, of said Lot 50; together with the Southerly 10.0 feet of said Lots 49 thru 45, inclusive, being parallel with the respective Southerly lines of said Lots 49 thru 45, inclusive.

EXHIBIT "B"

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 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 16 DAY OF July 1974 AT 2:16 PM C. HAROLD OETTER, REGISTER OF DEEDS 22-00