

PERMANENT EASEMENT A

for (10' x 6' R.C. BOX CULVERT)
KNOW ALL MEN BY THESE PRESENTS:

THAT THE GOVERNORS OF THE KNIGHTS OF AK-SAR-BEN
hereinafter referred to as GRANTOR, (whether one or more) for and in consideration of the sum
of One and No/100 Dollars (\$1.00)
and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and
convey unto the CITY OF OMAHA, NEBRASKA, a Municipal Corporation, hereinafter referred to as
CITY, and to its successors and assigns, an easement for the right to construct, maintain or operate a
10' x 6' R.C. Box Culvert
and appurtenances thereto, in, through, and under or over the parcel of land described as follows, to-wit:

SEE SHEET 2 of 10 for LEGAL DESCRIPTION of PERMANENT EASEMENT "A" (10' x 6' Box Culvert)
SEE SHEET 1 of 10 for PLAT DRAWING of PERMANENT EASEMENT "A" (10' x 6' R.C. Box Culvert)

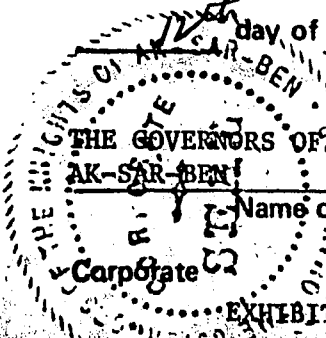
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of
ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating
said 10' x 6' R.C. Box Culvert
at the will of the CITY. The GRANTOR may, following construction of said
10' x 6' R.C. Box Culvert
continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right
of the CITY to use the same for the purposes herein expressed.

It is further agreed as follows:

- 1. GRANTOR will be responsible for any damages or any cost relating to any removal
or movement of any building or structure as required by the Grantee to maintain, re-
construct or repair said twin 10' x 6' R.C. Box Culvert.
2. That CITY will replace or rebuild any and all damage to the surface or any paving, grass or
landscaping thereon caused by CITY exercising its rights of inspecting or maintaining
said 10' x 6' R.C. Box Culvert
3. This easement is also for the benefit of any contractor, agent, employee, or representative of the CITY and any of said construction
and work.
4. That said GRANTOR for itself and its assigns does confirm with the said
CITY and its assigns, that the GRANTOR is 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 it will, and its successors
shall warrant, and defend this easement to said CITY and its assigns against the lawful claims and demands of all persons.
This easement runs with the land.
5. That said easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing
improvements thereon, including but not limited to, crops, vines, trees within the easement area as necessary for construction.
6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings,
except a Temporary Construction Easement between the GRANTOR and the CITY or its agents; and that the GRANTOR,
in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or
employees, except as are set forth herein.

IN WITNESS WHEREOF said GRANTOR has or have hereunto set his or their hand(s) this

12th day of December A.D., 19 77.



THE GOVERNORS OF THE KNIGHTS OF

AK-SAR-BEN

Name of Corporation

By

Handwritten signature of the President

President

Attest

Handwritten signature of the Secretary

Secretary

\* and a contemporaneous written agreement

(Acknowledged on reverse side hereof)

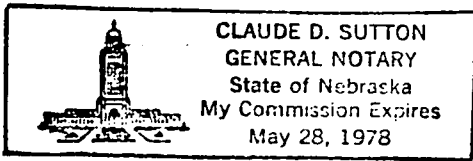
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS

On this 12<sup>th</sup> day of December, 1977, before me a Notary Public, in and for said County, Personally came the above named:

Leo A. Duly, Richard H. Becker

who ~~is~~(are) personally known to me to be the identical persons(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.



Claude D. Sutton  
Notary Public

May 28, 1978  
My Commission expires

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS) SS

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

\_\_\_\_\_  
President of \_\_\_\_\_ Corporation,

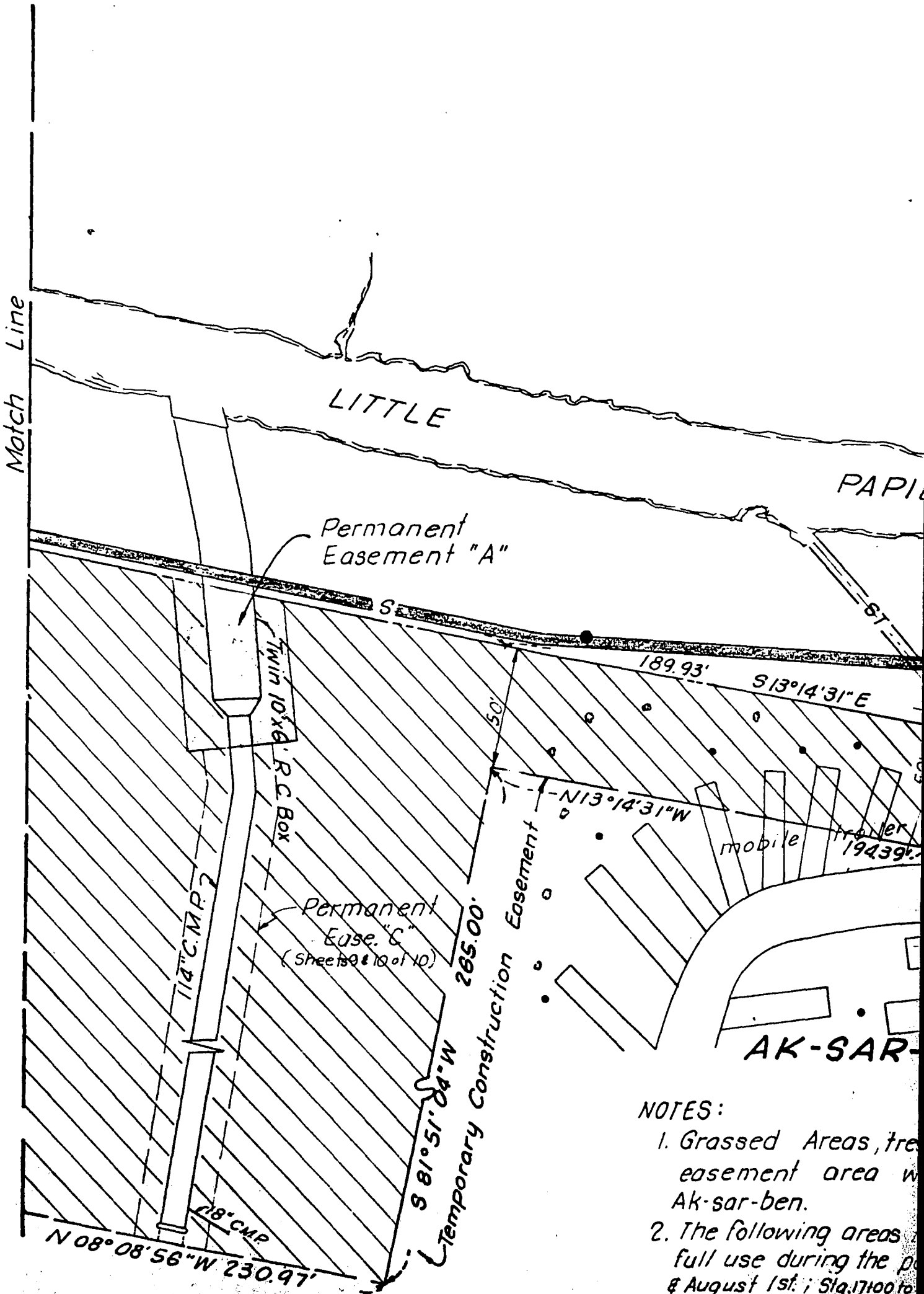
and \_\_\_\_\_, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed 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 Omaha in said County the day and year last above written.

\_\_\_\_\_  
Notary Public

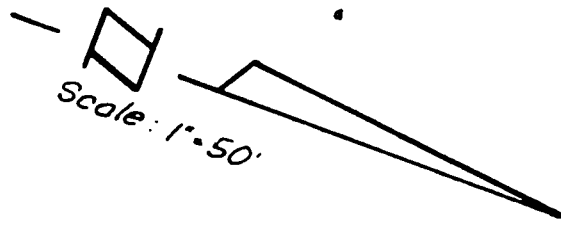
\_\_\_\_\_  
My Commission expires



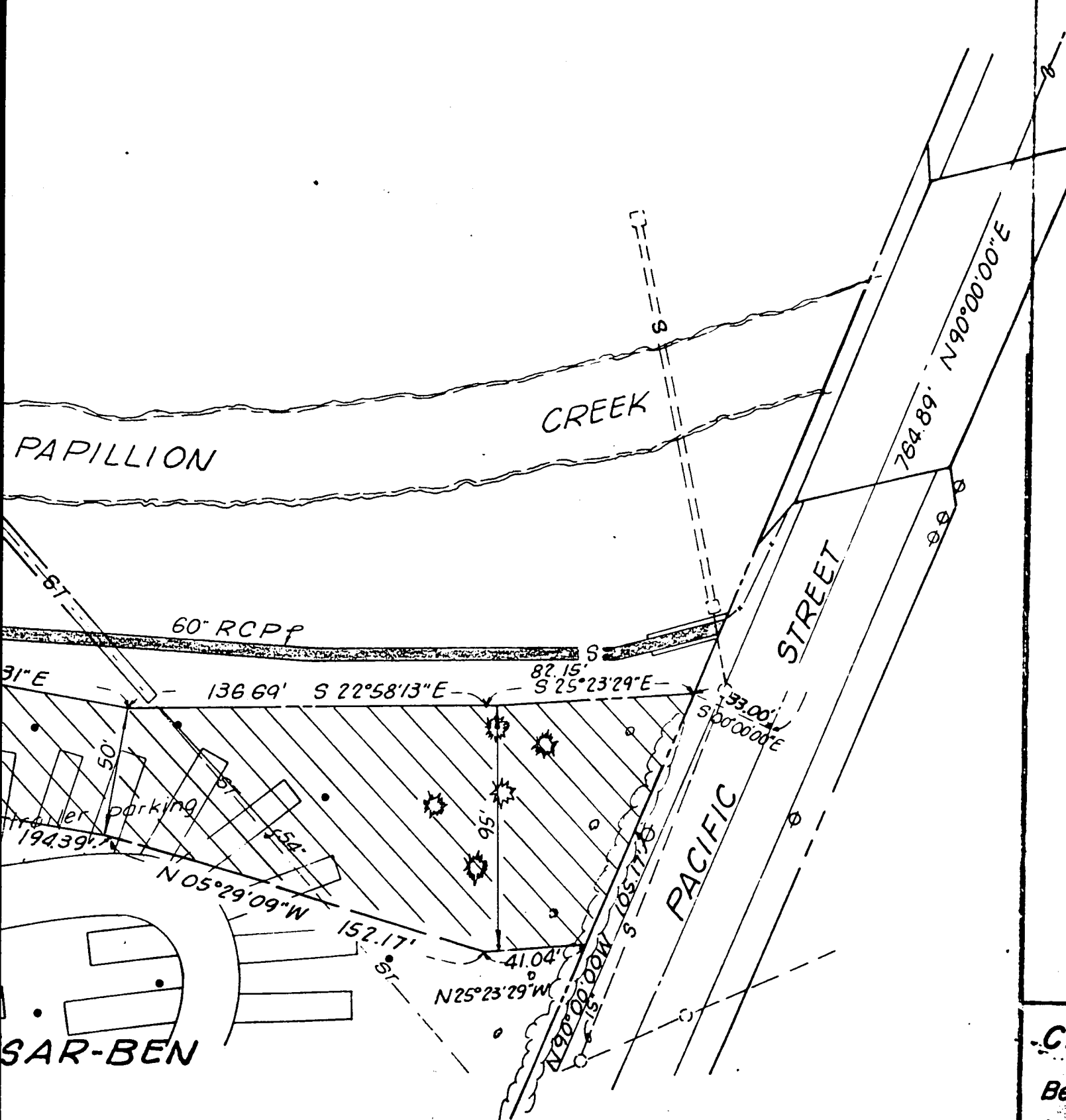


NOTES:

1. Grassed Areas, tree easement area w Ak-sar-ben.
2. The following areas full use during the p & August 1st; Sta. 17100 to



NW Corner  
of the NW 1/4  
Sec. 25-1-12



areas, trees & bushes in the area will be replaced by

areas must be available for the period between April 1st. Sta. 17+00 to 38+00, 41+00 to 46+00, 51+80 to 54+50.

C  
Be  
Li  
Ow  
Ad

# RIGHT OF WAY TRACT PLAT

LEGAL DESCRIPTION:

An Easement in Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

PERMANENT EASEMENT:




See Sheet 2 of 10 for description of Permanent Easements, A & B.  
See Sheet 9 of 10 for description of Permanent Easement, C.

TEMPORARY CONSTRUCTION EASEMENT FOR 60" R.C.P. SANITARY OUTFALL SEWER # 114" C.M.P.

An Easement in Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Commencing at the NW corner of the NW 1/4 of Section 25, Township 15 North, Range 12 East; thence N90°00'00"E along the North line of said Section 25, a distance of 764.89 feet; thence S00°00'00"E a distance of 33.00 feet to the intersection of the South right-of-way line of Pacific Street and the Easterly right-of-way line of the Little Papillion Creek Channel, said point also being the point of beginning; thence along said right-of-way line of the Little Papillion Creek Channel as follows; thence S25°23'29"E, a distance of 82.15 feet; thence S22°58'13"E a distance of 136.69 feet; thence S13°14'31"E a distance of 189.93 feet; thence S08°08'56"E a distance of 409.98 feet; thence S10°18'41"E a distance of 340.33 feet; thence S15°12'11"E a distance of 96.30 feet; thence S14°23'36"E a distance of 69.12 feet; thence S17°23'10"E a distance of 65.10 feet; thence S20°12'57"E a distance of 715.95 feet; thence S1°53'14"E a distance of 623.54 feet; thence S20°37'50"E a distance of 1047.69 feet; thence S20°12'43"E a distance of 327.29 feet to the intersection of the North right-of-way line of Mercy Road and the Easterly right-of-way line of the Little Papillion Creek Channel; thence East along said right-of-way of Mercy Road a distance of 101.22 feet; thence N20°12'43"W a distance of 362.22 feet; thence N20°37'50"W a distance of 1048.38 feet; thence N19°53'14"W a distance of 109.80 feet; thence N34°53'14"W a distance of 265.30 feet; thence N04°53'14"W a distance of 265.30 feet; thence N20°12'57"W a distance of 279.28 feet; thence S69°47'03"W a distance of 50.00 feet; thence N20°12'57"W a distance of 189.21 feet; thence N69°47'03"E a distance of 50.00 feet; thence N20°12'57"W a distance of 248.00 feet; thence N44°44'45"W a distance of 144.27 feet; thence N02°12'34"W a distance of 438.88; thence N08°08'56"W a distance of 175.42 feet; thence N81°51'04"E a distance of 220.00 feet; thence N08°08'56"W a distance of 230.97 feet; thence S81°51'04"W a distance of 265.00 feet; thence N13°14'31"W a distance of 194.39 feet; thence N05°29'09"W a distance of 152.17 feet; thence N25°23'29"W a distance of 41.04 feet to a point on the South right-of-way line of Pacific Street; thence N90°00'00"W along said right-of-way line a distance of 105.17 feet to the point of beginning; excluding those portions within the limits of this easement which are public right-of-way.



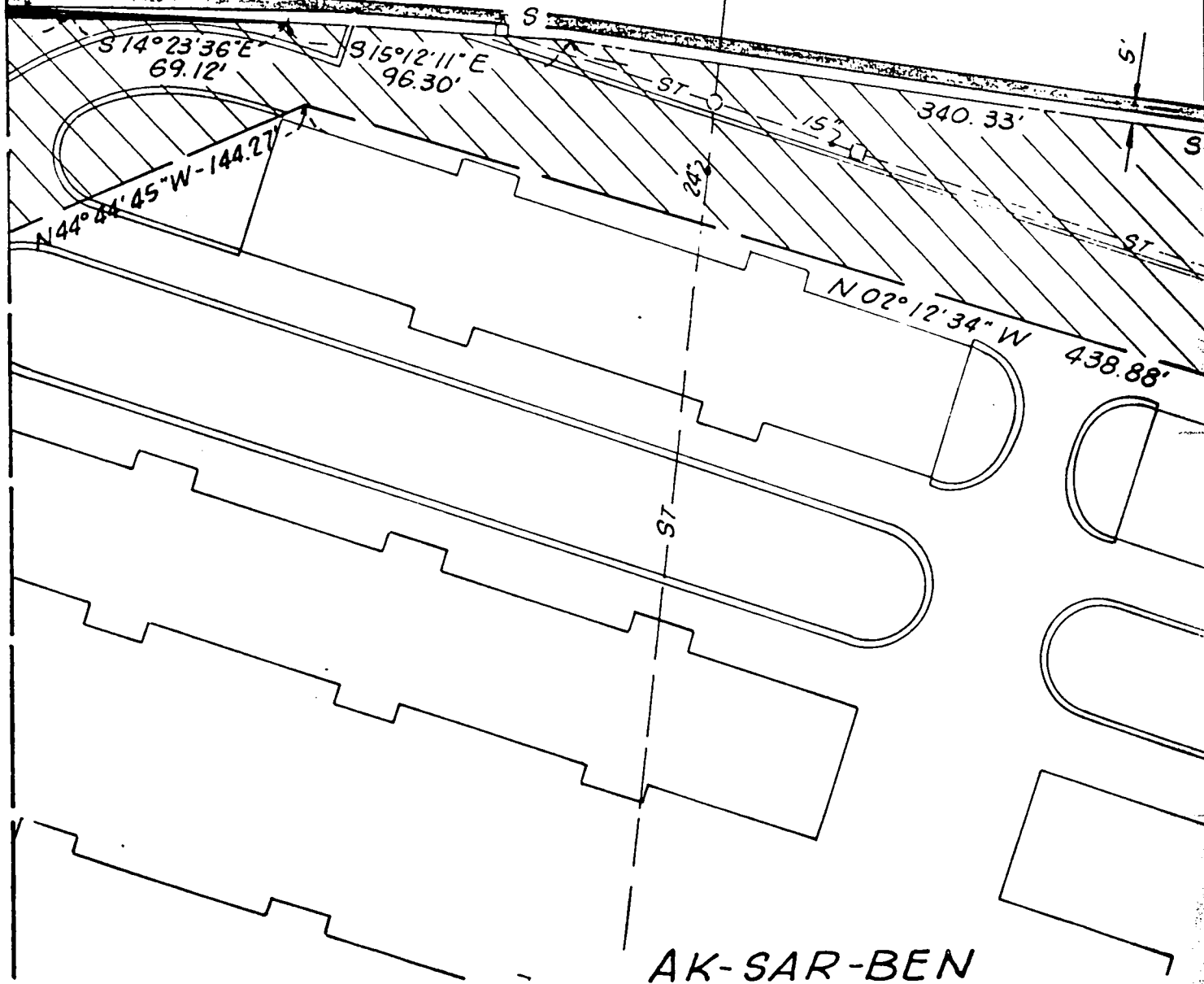
<p><b>CITY of OMAHA, NEBRASKA</b> Benson - Westside Interceptor Sewer Little Papillion DuPont to Dodge</p>	<p><b>ELLIOTT &amp; BLACK</b> 8801 West Center Road Omaha, Nebraska 68124</p> 
<p> Permanent Easement 11604.59 SF 0.2664 Acre</p>	<p> Temporary Construc- 363,429 SF tion Easement 8.343 Acre</p>
<p>Owner <u>The Governors of the</u> <u>Knights of AK-SAR-BEN</u> Address <u>63<sup>rd</sup> Street And Shirley</u> <u>Street.</u></p>	<p><b>City Project No. S.O.S. 3609</b> <b>Tract No. 6</b> <b>Date 11-3-76 Sheet 1 of 10</b></p>

Match Line

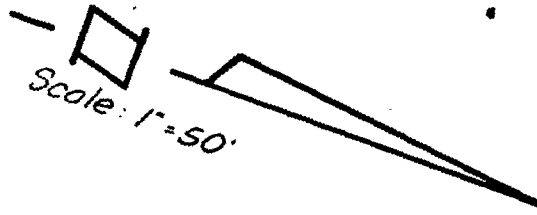
LITTLE

PAPILLION

Permanent Easement "B"



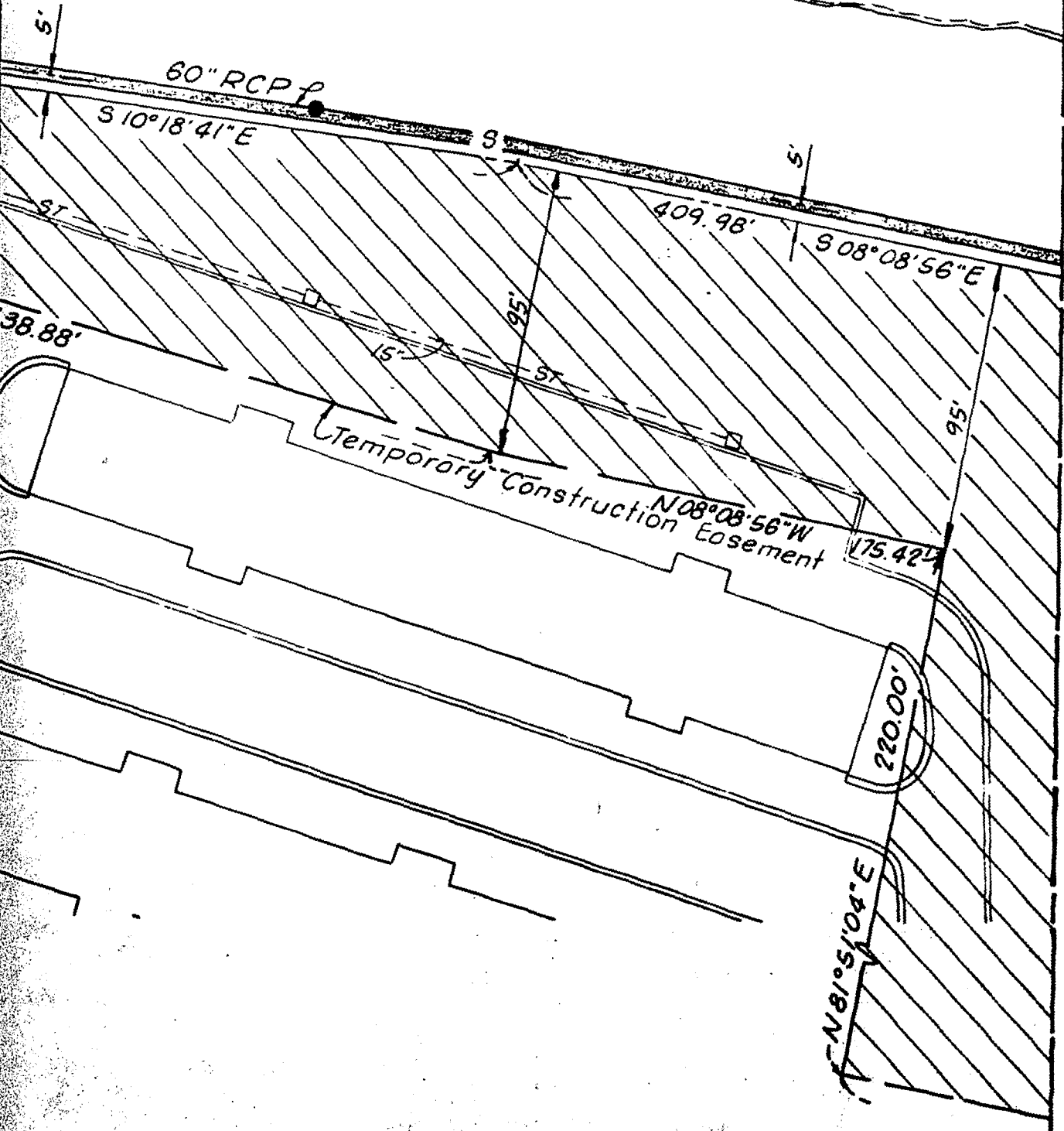
AK-SAR-BEN



LLION

CREEK

Match Line



# EXHIBIT "A"

## RIGHT OF WAY TRACT PLAT

BOOK 593 PAGE 165

### PERMANENT EASEMENTS

PERMANENT EASEMENT "A" FOR TWIN 10'x 6' BOX CULVERT

A Permanent Easement in Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Commencing at the NW corner of the NW 1/4 of Section 25, Township 15 North, Range 12 East; thence N90°00'00"E along the North line of said Section 25, a distance of 764.89 feet; thence S00°00'00"E a distance of 33.00 feet to the intersection of the South right-of-way line of Pacific Street and the Easterly right-of-way line of the Little Papillion Creek Channel; thence along said right-of-way line of the Little Papillion Creek Channel as follows; thence S25°23'29"E, a distance of 82.15 feet; thence S22°58'13"E a distance of 136.69 feet; thence S13°14'31"E a distance of 189.93 feet; thence S08°08'56"E a distance of 106.25 feet to the Point of Beginning; thence continuing S08°08'56"E a distance of 46.93 feet; thence N65°21'04"E a distance of 71.66 feet; thence N24°38'56"W a distance of 45 feet; thence S65°21'04"W a distance of 58.34 feet to the Point of Beginning.  
(See Sheet 1 of 10 for Plat Drawing)

PERMANENT EASEMENT "B" FOR WOOLWORTH AVE. 18" SANITARY SEWER

A Permanent Easement in the NW 1/4 of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:


Commencing at the Northwest corner of said Section 25; thence N90°00'00"E, (assumed bearing), along the North line of the NW 1/4 of said Section 25, a distance of 1041.25 feet; thence S00°00'00"E a distance of 1251.55 feet to a point on the Easterly right-of-way line of the Little Papillion Creek Channel, said point being the Point of Beginning; thence S14°23'36"E along said right-of-way line a distance of 69.12 feet; thence S17°23'10"E along said right-of-way line a distance of 65.10 feet; thence S20°12'57"E along said right-of-way line a distance of 100.93 feet; thence N17°43'17"W a distance of 92.18 feet; thence NE89°16'43"E a distance of 135.42 feet; thence N83°46'43"E, a distance of 218.02 feet; thence N25°46'43"E a distance of 78.54 feet; thence N64°13'17"W a distance of 20.00 feet; thence S25°46'43"W a distance of 67.46 feet; thence S83°46'43"W a distance of 205.95 feet; thence S89°16'43"W a distance of 140.58 feet; thence N17°43'17"W, a distance of 121.85 feet.

(See Sheet 3 of 10 for Plat Drawing)

RECEIVED  
FEB - 7 11 11:42  
CLERK OF COURTS  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

*J. P. ...*

Book 593  
 Page 158  
 of 158  
 Fee 24.25  
 Index 11  
 Comped 25-15-12

<b>CITY of OMAHA, NEBRASKA</b> Benson - Westside Interceptor Sewer Little Papillion DuPont to Dodge	<b>ELLIOTT &amp; BLACK</b> 8801 West Center Road Omaha, Nebraska 68124	
Permanent Easement _____ SF _____ Acre	Temporary Construc- _____ SF tion Easement _____ Acre	
Owner <u>The Governors of the</u> <u>Knights of AK-SAR-BEN</u> Address <u>63<sup>rd</sup> Street And Shirley</u> <u>Street.</u>	City Project No. <u>S.O.S. 3609</u> <u>Tract No. 6</u> Date <u>11-3-76</u> Sheet <u>2 of 10</u>	