

PERMANENT EASEMENT B

for (WOOLWORTH AVENUE 18" V.C.P. SANITARY SEWER LINE)

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 18" V.C.P. Sanitary Sewer Line 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 "B" (18"V.C.P.)

SEE SHEET 3 of 10 for PLAT DRAWING of PERMANENT EASEMENT "B" (18"V.C.P.)

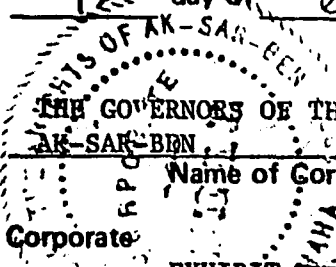
TO HAVE AND TO HOLD unto said CITY, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said 18" V.C.P. Sanitary Sewer Line at the will of the CITY. The GRANTOR may, following construction of said 18" V.C.P. Sanitary Sewer Line 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, reconstruct or repair said 18" V.C.P. Woolworth Avenue Sanitary Sewer Line.
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 18" V.C.P. Sanitary Sewer Line damage to, or loss of, will not be compensated for by CITY.
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 successors 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, she, or it 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, or in said Agreement.

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

Corporate

By

President

Attest

Secretary

EXHIBIT ATTACHED

(Acknowledged on reverse side hereof)

* and a contemporaneous written agreement

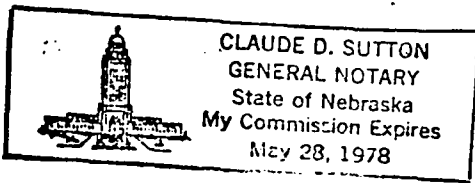
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 12th day of December, 19 77, before me a Notary Public, in and for said County, Personally came the above named:

Leo A. Daly, Richard B. 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,

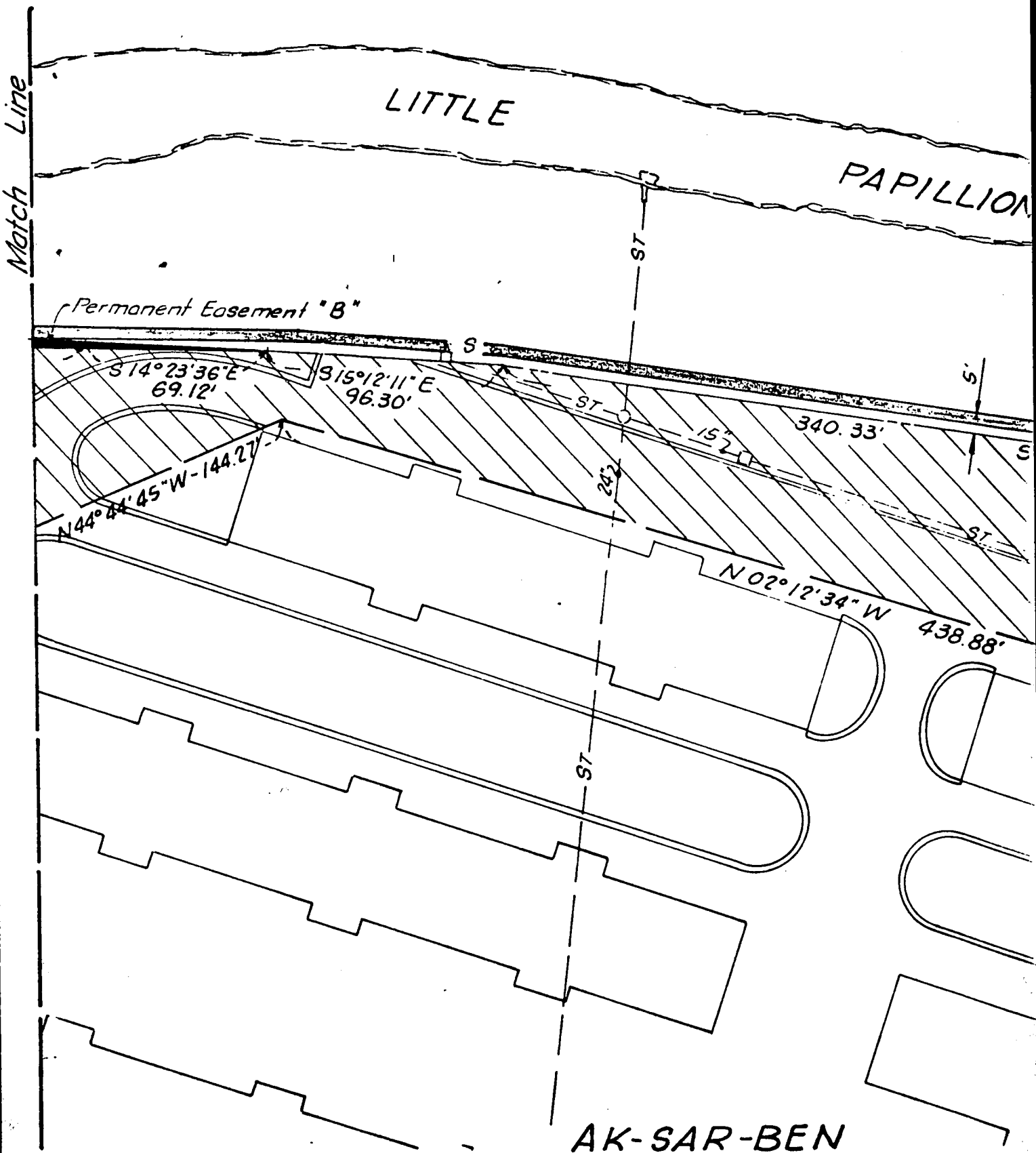
and _____, Secretary of said Corporation, to me personally known to be the President and Secretary respectively of said Corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such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

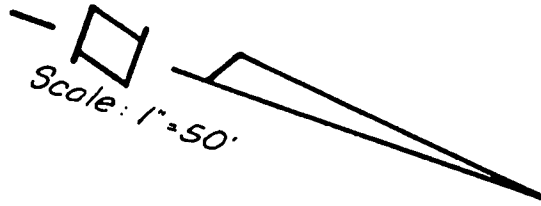
WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.

Notary Public

My Commission expires



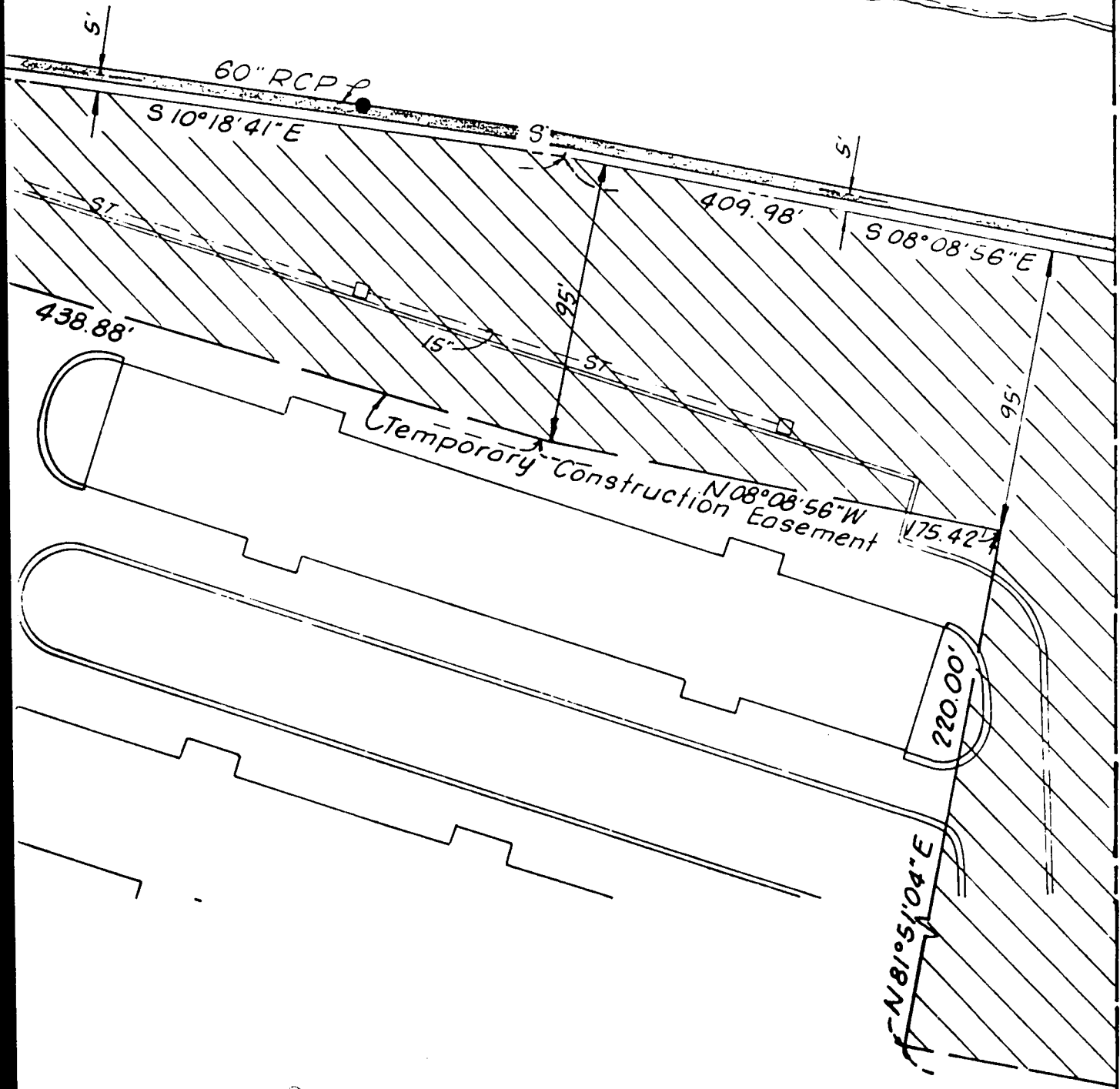




PILLION

CREEK

Match Line



RIGHT OF WAY TRACT PLAT

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)

CITY of OMAHA, NEBRASKA

Benson - Westside Interceptor Sewer
Little Papillion DuPont to Dodge

Permanent Easement _____ SF
_____ Acre

Owner The Governors of the
Knights of AK-SAR-BEN
Address 63RD Street And Shirley
Street.

ELLIOTT & BLACK

8801 West Center Road
Omaha, Nebraska 68124

Temporary Construc- _____ SF
tion Easement _____ Acre

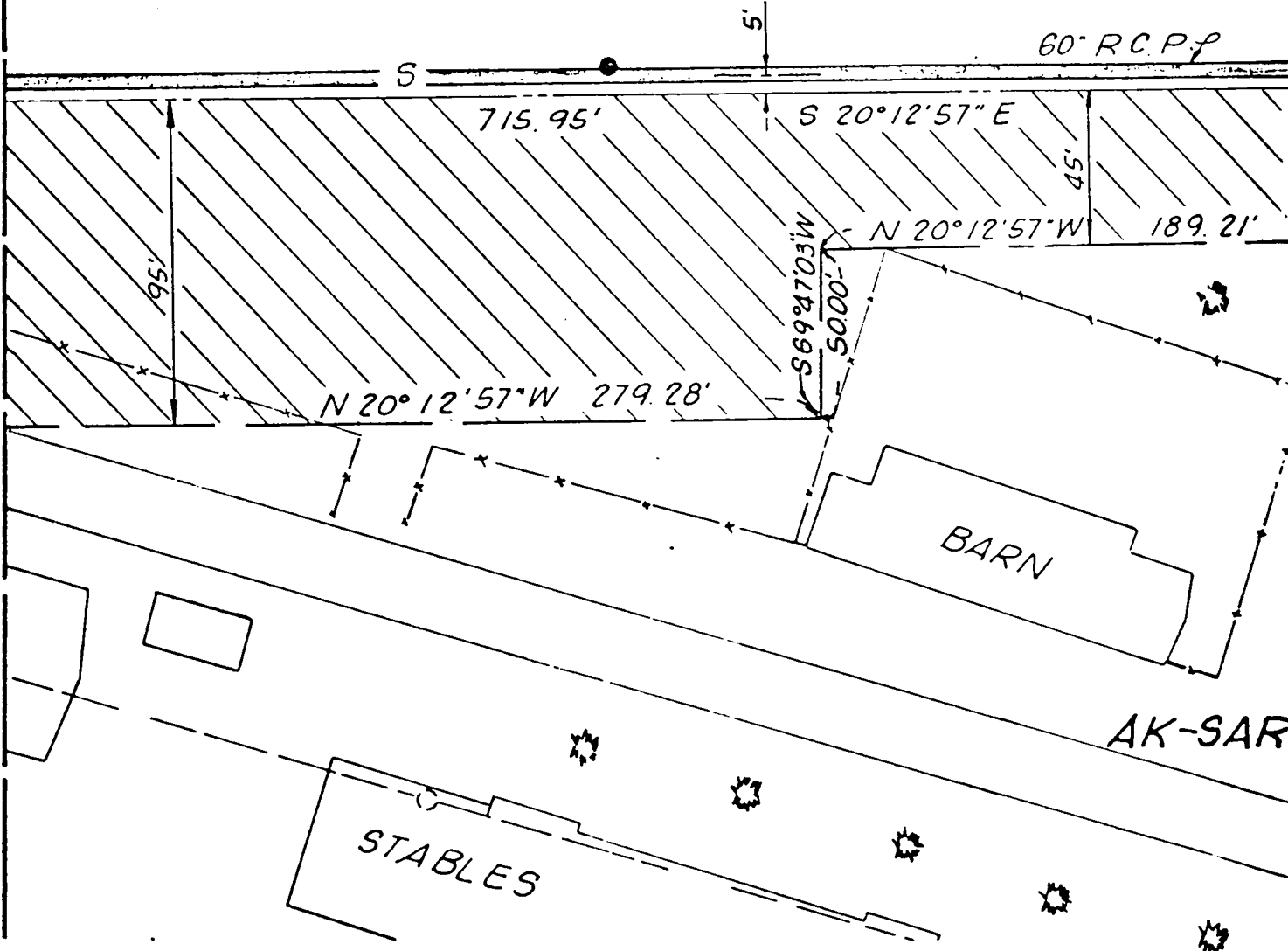
City Project No. S.O.S. 3609
Tract No. 6
Date 11-3-76 Sheet 2 of 10



Match Line

LITTLE

PAPILLION



60° R.C.P.P

S

5'

715.95'

S 20° 12' 57" E

45'

N 20° 12' 57" W

189.21'

195'

N 20° 12' 57" W 279.28'

S 69° 47' 03" W

5000'

BARN

AK-SAR

STABLES

RIGHT OF WAY TRACT PLAT

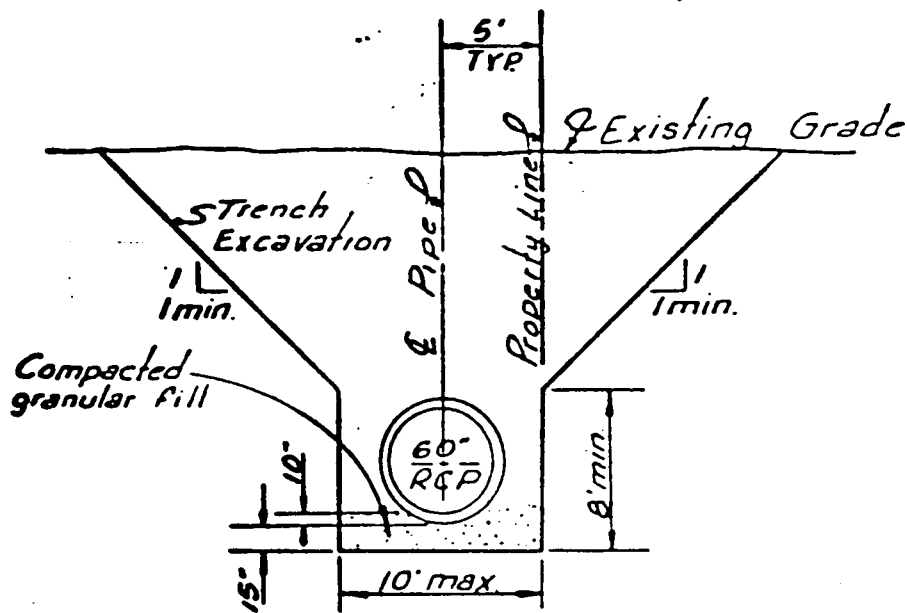
Legal Description

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

Temporary Construction Easement FOR WOOLWORTH AVE 18" SANITARY SEWER - Easement "B"

A fifty foot wide Temporary Construction Easement located in Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said Easement being parallel to and 25 feet either side of the following described centerline.

Commencing at the NW corner of Section 25, Township 15 North, Range 12 East; thence N90°00'00"E (assumed bearing) a distance of 1,076.94 feet; thence S00°00'00"E, a distance of 1,377.62 feet to a point on the easterly right-of-way line of Little Papillion Creek, said right-of-way line being the westerly limit of said easement and said point being the Point of Beginning; thence N89°16'43"E, a distance of 142.58 feet; thence N83°46'43"E, a distance of 212.00 feet; thence N25°46'43"E, a distance of 73.00 feet to the point of termination of said Temporary Construction Easement, said point being N00°00'00"W, a distance of 1,287.13 feet and S90°00'00"W, a distance of 1,462.00 feet from said NW corner of Section 25, Township 15 North, Range 12 East.



TYPICAL CROSS SECTION

RECEIVED 1978 FEB - 7 AM 11:42
 C. HAROLD COLE
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.
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 Index
 Copied
 25-15-12

CITY OF OMAHA, NEBRASKA	ELLIOTT & BLACK
Benson - Westside Interceptor Sewer Little Papillion DuPont to Dodge	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>63RD Street And Shirley</u> <u>Street</u>	City Project No. S.O.S. 3609 Tract No. 6 Date 11-3-76 Sheet 3 of 10