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EASEMENT AGREEMENT

GEORGE J. SVOLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THIS EASEMENT AGREEMENT is made and entered into this 17 day of ~~JANUARY~~ JANUARY, 1987, by and between JACOBS LIMITED PARTNERSHIP, a Nebraska limited partnership (hereinafter "Grantor") and SCHOOL DISTRICT OF OMAHA, IN THE COUNTY OF DOUGLAS, IN THE STATE OF NEBRASKA (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is, concurrently with the execution of this Easement Agreement, conveying to Grantee certain real property legally described as:

That part of the Southeast 1/4 of Section 11, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the Northeast Corner of the Southeast 1/4 of said Section 11; thence South 89°49'31" West (assumed bearing) along the North line of the said Southeast 1/4 for 125.00 feet to the true point of beginning; thence South 00°00'00" West for 604.62 feet parallel and 125.00 feet west of the East line of the said Southeast 1/4 to the Northeast corner of Lot 161, Nelson's Creek (a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska); thence North 90°00'00" West for 368.00 feet along the North line of Lots 161 through 165 in said Nelson's Creek to the Northwest corner of Lot 165 in said Nelson's Creek; thence North 00°00'00" East for 27.58 feet; thence along a curve to the left (having a radius of 205.00 feet and a long chord bearing North 54°22'12" West for 243.30 feet) for an arc distance of 260.48 feet; thence along a curve to the left (having a radius of 1005.00 feet and a long chord bearing South 86°00'07" West for 113.17 feet) for an arc distance of 113.23 feet; thence North 00°00'00" East for 441.12 feet to the North line of the Southeast 1/4 of said Section 11; thence North 89°49'31" East for 678.65 feet to the point of beginning, together with Outlot 3, Nelson's Creek, a subdivision as surveyed, platted, and recorded, Douglas County, Nebraska.

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which property is hereinafter referred to as "Grantee's property;" and

WHEREAS, Grantee's property does not have access to a dedicated public right-of-way and as part of the consideration for Grantee's purchase thereof, Grantor has agreed to grant this

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easement for vehicular, pedestrian, and utility service access to Grantee's property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors, and assigns a permanent non-exclusive easement over, under, above, and upon the following described real property, to-wit:

That part of the Southeast 1/4 of Section 11, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at the Northwest corner of Lot 165, Nelson's Creek, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska; thence N 90°00'00" W (bearings based on the Nelson's Creek recorded plat) for 54.45 feet to the Northwest corner of 145th Street as platted; thence along a curve to the left (having a radius of 145.00 feet and a long chord bearing N 52°30'15" W for 179.60 feet) for an arc distance of 193.68 feet; thence along a curve to the left (having a radius of 945.00 feet and a long chord bearing S 85°46'16" W for 114.01 feet) for an arc distance of 114.08 feet; thence N 0°00'00" E for 60.51 feet; thence along a curve to the right (having a radius of 1005.00 feet and a long chord bearing N 86°00'07" E for 113.17 feet) for an arc distance of 113.23 feet; thence along a curve to the right (having a radius of 205.00 feet and a long chord bearing S 54°22'12" E for 243.30 feet) for an arc distance of 260.48 feet; thence S 0°00'00" W for 27.58 feet to the point of beginning,

for the purpose of vehicular and pedestrian access to Grantee's property and for utility service thereto.

2. Grantee, its successors, and assigns, shall have the right to install, either above or below grade, in the easement area any utility services necessary for service to Grantee's property, and may, but shall not be obligated to, pave all or any portion thereof. Grantee shall consult with Grantors' engineering firm regarding the placement of the utility services within the easement area and shall endeavor to comply with their reasonable recommendations concerning the location of such utility services, so long as those recommendations do not adversely effect the provision of utility services to the Grantee's property. Grantee shall have the right, during any such construction

or installation to restrict access to all or any portion of the easement area in order to accomplish such work.

3. Grantee agrees that Grantor may dedicate the easement area as a public street so long as such dedication does not adversely affect the Grantee's right of access or utility service to Grantee's property as granted herein. Grantee shall have no obligation to remove or relocate any utility services or other improvements made by Grantee in the easement area in the event the easement area is dedicated as a public street.

4. Grantor, for itself and its successors and assigns, warrants to Grantee and its successors and assigns, that Grantor has good and marketable title in fee simple to the easement area, that said easement area is free and clear of any liens and encumbrances, that Grantor has the right and authority to grant and convey this easement in the manner aforesaid, and that Grantor and its successors and assigns shall warrant and defend said easement granted herein to Grantee, and Grantee's successors and assigns, against all lawful claims and demands of all persons.

5. The easement granted herein and all other benefits and burdens provided in this Easement Agreement shall run with the land and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and date first above written.

JACOBS LIMITED PARTNERSHIP,

By: [Signature]  
Its General Partner

SCHOOL DISTRICT OF OMAHA,  
IN THE COUNTY OF DOUGLAS,  
IN THE STATE OF NEBRASKA,

ATTEST:

By: [Signature]  
Its: Secretary

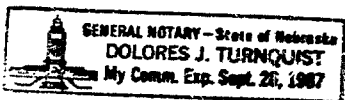
By: [Signature]  
Its: President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified in said county, personally appeared WARREN L. JACOBS, General Partner of Jacobs Limited Partnership, a Nebraska limited partnership, known to me to be the General Partner and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said Limited Partnership.

WITNESS my hand and notarial seal this 17 day of June, 1987.

Dolores J. Turnquist  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified in said county, personally appeared F. E. "Fritz" Stanek, President of the Board of Education of the School District of Omaha, in the County of Douglas, in the State of Nebraska, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal this 17th day of June, 1987.

Joanne Malloy  
Notary Public

