Affects OL-207.

79-172
207

BOOK 516 PAGE 438

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 15TH day of October 1971, between the undersigned WESTWARD DEVELOPMENT CO., a [illegible] corporation (herein called "Grantor") and SANITARY AND IMPROV[illegible] DISTRICT NO. 157 OF DOUGLAS COUNTY, NEBRASKA (herein called "[illegible]

WITNESSETH:

1. In consideration of One Dollar ($1.00) and other [illegible] able consideration, receipt of which is hereby acknowledged, [illegible] being the owner of the real property hereinafter described, [illegible] herewith give and grant unto the Grantee, its successors and [illegible] a perpetual water utilities easement over, under, on, and a[illegible] following described real estate in Douglas County, Nebraska, [illegible]

> That portion of Outlot Two Hundred Seven (207) which abuts the East and South boundary lines of Lot Seventy-Eight (78) and abuts a portion of the South boundary line of Lot Seventy-Nine (79), all in Skyline Ranches, a subdivision in Douglas County, Nebraska, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

2. The scope and purpose of said easement is for the [illegible] struction, use, repair, maintenance, replacement, and removal [illegible] water mains and all related appurtenances to be located there[illegible] The Grantee, its successors or assigns, and its contractors [illegible] engineers, shall have the full right and authority to enter [illegible] said easementway in order to perform any of the acts and [illegible] described within the scope and purpose of this easement.

3. Grantor herein for itself, its successors and [illegible] does hereby covenant and agree with the said Grantee and [illegible] cessors and assigns that at the time of the execution and [illegible] of these presents, Grantor is lawfully seized of said [illegible] Grantor has good right and lawful authority to grant said [illegible] way; and Grantor further hereby covenants to warrant and [illegible] easementway against the lawful claims of all persons [illegible]

EXECUTED the day and year first above written.

WESTWARD DEVELOPMENT CO.

By: [illegible]
L. A. [illegible]

Attest: [illegible]
Secretary

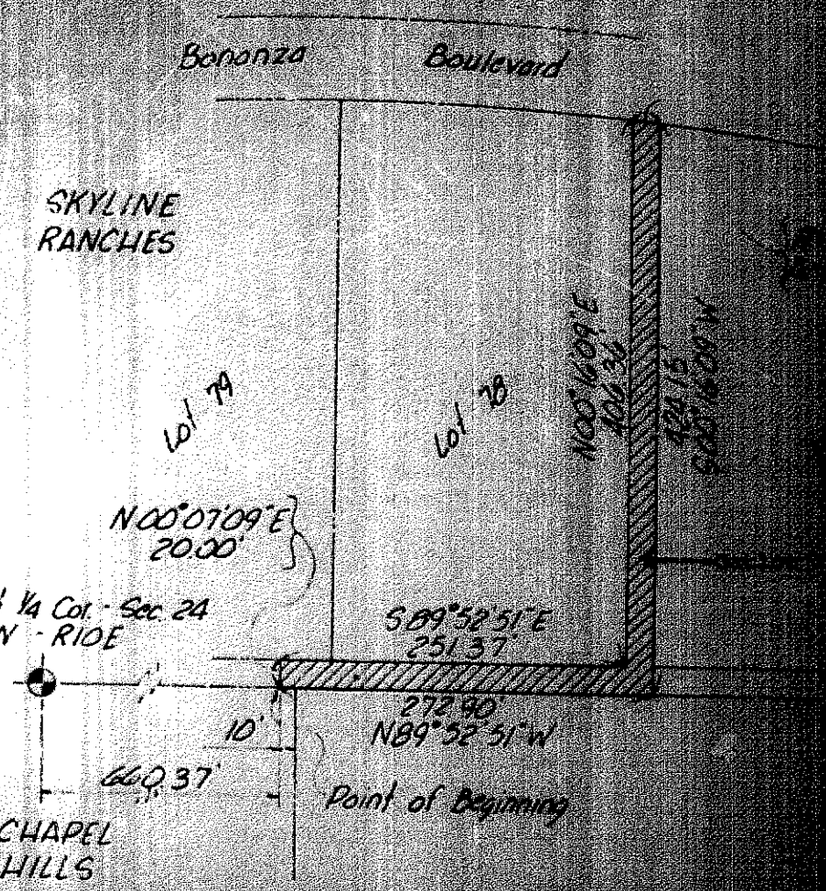
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year first above written, before me, the undersigned, a Notary Public duly commissioned and qualified for said County, personally came L. A. THORNTON, President of Westward Development Co., to me personally known to be the President and the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation.

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

Linda Sue Clark
Notary Public

My Commission expires 7-3-72.



Legal Description - Permanent Water Utilities Easement

A permanent water utilities easement located in the Southwest [illegible] Township 15 North, Range 10 East of the 6th P.M., Douglas County, [illegible] platted and recorded subdivision of Skyline Ranches Addition [illegible] being more particularly described as follows:

Commencing at the West Quarter Corner of Section 24, [illegible] of the 6th P.M., Douglas County, Nebraska, thence [illegible] assumed), a distance of 660.37 feet to the [illegible] East a distance of 20.00 feet, thence [illegible] thence North 00°07'09" East a distance [illegible] curve to the right, an arc distance [illegible] times of 224.15 feet, thence [illegible] Point of Beginning.

Said Permanent Water Utilities [illegible]