

Check your lot in
Woodhaven Rep. 3

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BOOK 512 PAGE 223

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 14th day of July, 1972, between the undersigned BYRON REED COMPANY, INC., a Nebraska corporation (herein called "Grantor"), and SANITARY AND IMPROVEMENT DISTRICT NO. 247 OF DOUGLAS COUNTY, NEBRASKA, and the CITY OF OMAHA in the State of Nebraska, a Municipal corporation (hereinafter collectively called "Grantee" except as otherwise noted),

WITNESSETH:

1. In consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual sewer and drainage easement over, on, across, and under Lots 269, 270, 272, 273, 274, 275, 276 and 277, in Woodhaven, a subdivision in Douglas County, Nebraska, the exact location thereof being more particularly described on EXHIBITS "A" and "B" attached hereto and by this reference incorporated herein.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer and storm sewer pipelines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage and storm water. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easementway in order to perform any of the acts and functions described within the scope and purposes of such easement; PROVIDED, however, that such easement as to said Grantee, City of Omaha only, shall have no force and effect unless and until the property on or in which said sanitary sewer improvements are constructed shall be annexed as a part of said City and until said City shall have a legal obligation to maintain said sewer improvements as public facilities; and PROVIDED further, that Grantee shall have a temporary construction easement over, under, across and upon the land extending ten (10) feet outside of, but parallel and adjacent to, the above-described perimeter of said perpetual easement, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said sanitary and storm sewer facilities or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this perpetual easement grant, said Grantee, Sanitary and Improvement District No. 247 of Douglas County, Nebraska, agrees forthwith, and said Grantee, City of Omaha, agrees effective with the annexation of the property in which said sewer improvements are constructed, to make good or cause to be made good to the owner or owners of the property in which same are constructed, any and all damage that may be done by reason of negligent changes, alterations, maintenance, inspection, repairs or reconstruction in the way of damage to trees, grounds, buildings, or other improvements abutting thereon, including crops, vines and gardens; provided, however, that this provision does not apply to any of the aforesaid located in, on, over, or across said easement or any part thereof.

4. Grantor herein, for itself, its successors and assigns, does hereby covenant and agree with the said Grantee and its successors and assigns that at the time of the execution and delivery

of these presents, grantor is lawfully seized of said premises; that grantor has good right and lawful authority to grant said easementway; and grantor further hereby covenants to warrant and defend said easementway against the lawful claims of all persons whomsoever.

5. This Agreement shall be binding on the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the grantor herein, for itself, its successors and assigns, have caused the due execution hereof as of the day and year first-above written.

BYRON REED COMPANY, INC.,
A Nebraska Corporation, Grantor

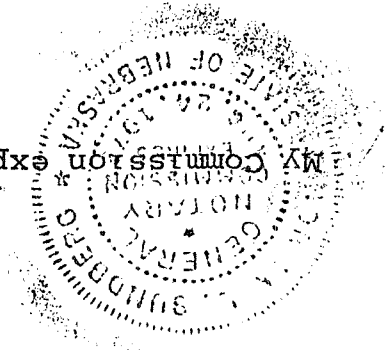
By: [Signature]
President

Attest: [Signature]
ASST. Secretary

STATE OF NEBRASKA
)
ss.)
COUNTY OF DOUGLAS

On the day and year first-above written, before me, the undersigned a Notary Public in and for said County, personally came [Signature], President of BYRON REED COMPANY, INC., 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, and that the Corporate Seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year first-above written.



[Signature] My Commission # expires: August 24, 1972.

[Signature]
Notary Public

Legal Description - Woodhaven

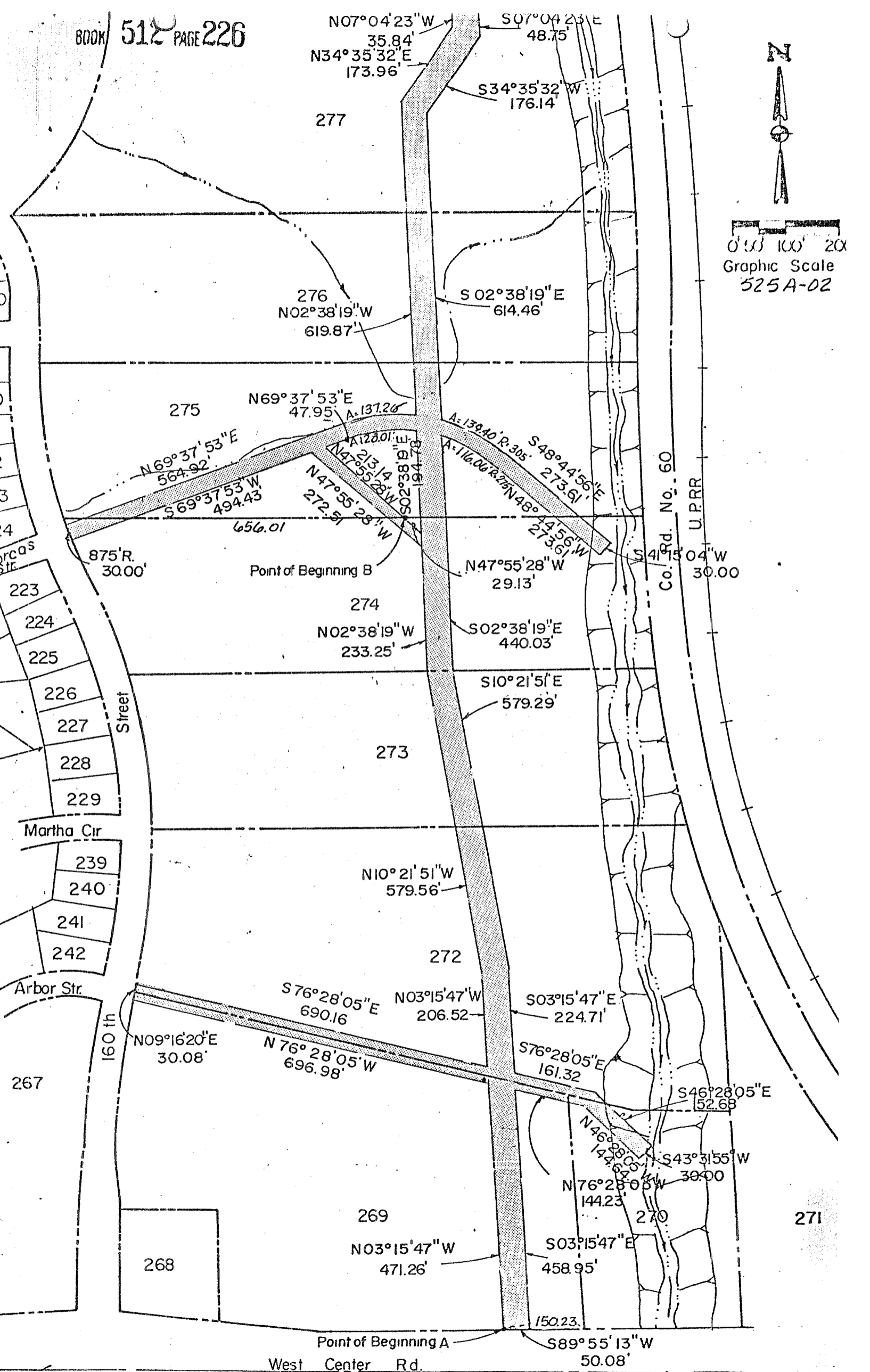
Permanent Sewer and Drainage Easement in Lots 269, 270 and 272 thru 277, inclusive in Woodhaven Addition, a platted subdivision in Douglas County, Nebraska; commencing in the Southeast corner of Lot 269 thence South $89^{\circ}55'13''$ West a distance of 150.23 feet to the point of beginning "A"; thence North $03^{\circ}15'47''$ West a distance of 471.26 feet; thence North $76^{\circ}28'05''$ West a distance of 696.98 feet to a point on the easterly right of way line of 160th Street along said right of way line a distance of 30.08 feet; thence South $76^{\circ}28'05''$ East a distance of 690.16 feet; thence North $03^{\circ}15'47''$ West a distance of 206.52 feet; thence North $10^{\circ}21'51''$ West a distance of 579.56 feet; thence North $02^{\circ}38'19''$ West a distance of 233.25 feet; thence North $47^{\circ}55'28''$ West a distance of 272.51 feet; thence South $69^{\circ}37'53''$ West a distance of 494.43 feet to a point on the easterly right of way line of 160th Street; thence Northerly on a 875 foot radius curve to the right an arc distance of 30.00 feet (chord bearing North $20^{\circ}20'25''$ West, Chord Distance 30.00 feet); thence North $69^{\circ}37'53''$ East a distance of 564.92 feet to a point of curvature; thence on a 305 foot radius curve to the right an arc distance of 137.26 feet (chord bearing North $82^{\circ}31'28''$ East, chord distance 136.11 feet) to a point of tangency; thence North $02^{\circ}38'19''$ West a distance of 619.87 feet; thence North $34^{\circ}35'32''$ East a distance of 173.96 feet; thence North $07^{\circ}04'23''$ West a distance of 35.84 feet to a point on the Northerly line of Lot 277; thence North $89^{\circ}54'04''$ East along said Northerly line of Lot 277 a distance of 50.37 feet; thence South $07^{\circ}04'23''$ East a distance of 48.75 feet; thence South $34^{\circ}35'32''$ West a distance of 176.14 feet; thence South $02^{\circ}38'19''$ East a distance of 614.46 feet to the point of curvature; thence on a 305 foot radius curve to the right an arc distance of 139.40 feet (chord bearing South $61^{\circ}50'33''$ East, chord distance 138.19 feet) to a point of tangency; thence South $48^{\circ}44'56''$ East a distance of 273.61 feet; thence South $41^{\circ}15'04''$ West a distance of 30.00 feet; thence North $48^{\circ}44'56''$ West a distance of 273.61 feet to a point of curvature; thence on a 275 foot radius curve to the left an arc distance of 116.06 feet (chord bearing North $60^{\circ}50'21''$ West, chord distance 115.20 feet) to a point of tangency; thence South $02^{\circ}38'19''$ East a distance of 440.03 feet; thence South $10^{\circ}21'51''$ East a distance of 579.29 feet; thence South $03^{\circ}15'47''$ East a distance of 224.71 feet; thence South $76^{\circ}28'05''$ East a distance of 161.32 feet; thence South $46^{\circ}28'05''$ East a distance of 152.68 feet; thence South $43^{\circ}31'55''$ West a distance of 30.00 feet; thence North $46^{\circ}28'05''$ West a distance of 144.64 feet; thence North $76^{\circ}28'05''$ West a distance of 144.23 feet; thence South $03^{\circ}15'47''$ East a distance of 458.95 feet to a point on the Northerly line of West Center Road; thence South $89^{\circ}55'13''$ West along the Northerly line of West Center Road a distance of 50.08 to the point of beginning "A". Except the following area lying within the above described easement and being in Lots 274 and 275:

Commencing at the Southwest corner of Lot 275 thence North $89^{\circ}54'04''$ East a distance of 656.01 feet to the point of beginning "B"; thence North $47^{\circ}55'28''$ West a distance of 213.14 feet; thence North $69^{\circ}37'53''$ East a distance of 47.95 feet to a point of curvature; thence on a 275 foot radius curve to the right an arc distance of 128.01 feet (chord bearing North $82^{\circ}58'02''$ East, chord distance 126.86 feet) to a point on the curve; thence South $02^{\circ}38'19''$ East a distance of 194.78 feet; thence North $47^{\circ}55'28''$ West a distance of 29.13 feet to the point of beginning "B".

N07°04'23"W 35.84'
N34°35'32"E 173.96'
S07°04'23"E 48.75'



0 50 100 200
Graphic Scale
525A-02



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