

77-767

BOOK 564 PAGE 491

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this _____ day of November, 1975, between the undersigned JAMES F. BEARD and BETTY J. BEARD, husband and wife, (herein called "Grantor" whether one or more), and SANITARY AND IMPROVEMENT DISTRICT NO. 45 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 hereby give and grant unto the Grantee, its successors and assigns forever, a permanent sanitary sewer and drainage easement in, through, under, over, on and across Lot One Hundred Thirty-One (131), Heavenly Acres, ^{replat} a subdivision in Douglas County, Nebraska. The width and exact location of said permanent easementway is described in EXHIBIT "A" attached hereto and by this reference incorporated herein. This easement runs with the land.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of sanitary sewer pipe lines, including all necessary manholes and other related appurtenances, and the transmission through said sewers of sanitary sewage. 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 in, through, under, over, on, across and upon that portion of said real property owned by Grantor described and identified as a temporary construction easement on said EXHIBIT "A" attached hereto, which said temporary construction easement shall commence on date hereof and terminate with the completion of construction of said sanitary sewer facilities, or one (1) year from date hereof, whichever first occurs.

3. By accepting and recording this permanent easement grant, said Grantee, Sanitary and Improvement District No. 45 of Douglas County, Nebraska, covenants and agrees to cause any trench made on said real property to be properly refilled and shall cause the restoration as nearly as practicably possible of all landscaping materials and plantings damaged or destroyed during the course of said construction and/or maintenance work in said real property to such condition(s) as exists on date hereof.

4. Grantor herein, for himself, his heirs, personal representatives 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 they are free from encumbrances; that Grantor

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has good right and lawful authority to grant said easementway(s) and Grantor further hereby covenants to warrant and defend said easementway(s) against the lawful claims of all persons whomsoever.

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

EXECUTED on the day and year first above written.

James F. Beard

~~Betty J. Beard~~

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came JAMES F. BEARD and BETTY J. BEARD, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be their voluntary act and deed.

A circular notary seal for Robert P. Pettigrew, General. The seal features a double-lined border. Inside the border, the text "ROBERT P. PETTIGREW" is written in a curve at the top, and "STATE OF NEBRASKA" is written in a curve at the bottom. In the center, the text "GENERAL" is at the top, "NOTARY COMMISSION" is in the middle, and "EXPIRES AUGUST 2, 1978" is at the bottom. Two small stars are positioned on the left and right sides of the central text.

WITNESS my hand and Notarial Seal the day and year last above

Notary Public

My Commission expires Aug 2, 1976

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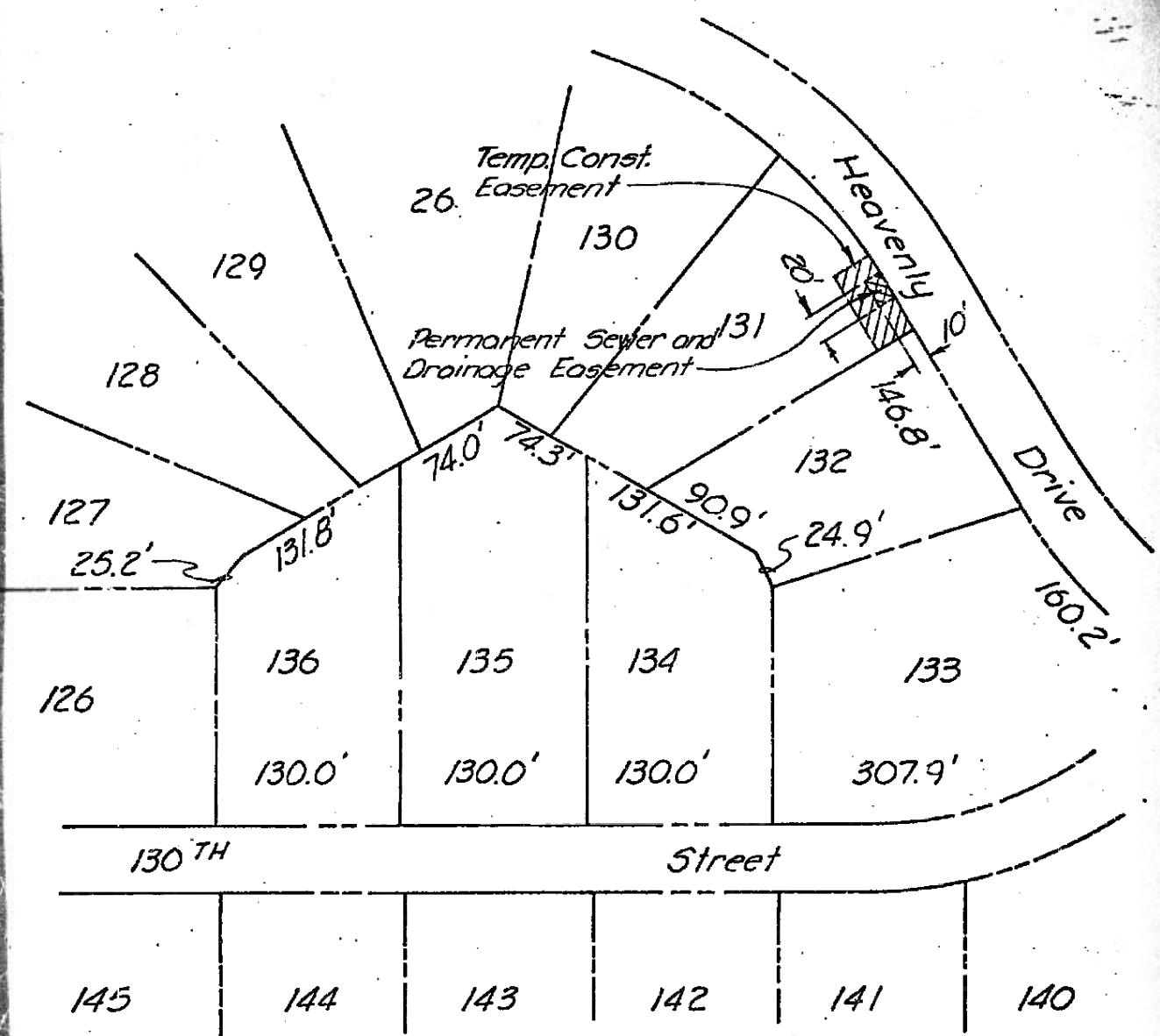
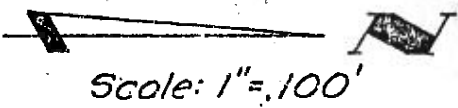
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25.2'—

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LEGAL DESCRIPTION
Permanent Sewer and Drainage Easement

The following is a legal description of a permanent sewer and drainage easement located in Lot 131, Heavenly Acres Replat, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the northwesternmost common corner of Lots 131 and 132; thence southwesterly along the northernmost lot line of said Lot 131, a distance of 25 feet to the point of beginning; thence southeasterly parallel to the common line of Lots 131 and 132, a distance of 10 feet; thence southwesterly parallel to the northernmost lot line of said Lot 131 a distance of 20 feet; thence northwesterly parallel to the common line of Lots 131 and 132, a distance of 10 feet; thence northeasterly along the northernmost lot line of said Lot 131, a distance of 20 feet to the point of beginning.

LEGAL DESCRIPTION
Temporary Construction Easement

The following is a legal description of a temporary construction easement located in Lot 131, Heavenly Acres Replat, a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Beginning at the northernmost common corner of Lots 131 and 132; thence southeasterly along said common line, a distance of 30 feet; thence southwesterly parallel to the northernmost lot line of said Lot 131, a distance of 60 feet; thence northwesterly parallel to said common line of Lots 131 and 132, a distance of 30 feet; thence northeasterly along the northernmost lot line of said Lot 131, a distance of 60 feet to the point of beginning.

RECEIVED
MAY -4 PM 1:36
C. H. HARTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
Douglas County
for record in the office of the
Register of Deeds
Book 564 of Deeds
Page 494
14187

Richard Crocker
2400 W 72nd
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