

1140/361

414-485

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 23 day of July, 1964, between the undersigned OAKS, INC., a Nebraska corporation (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 92 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee").

WITNESSETH:

1. In consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, Grantor, being the owner of the real property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual easement over, on and under the following described part of Lot Seventy-Four (74), The Oaks, a subdivision in Douglas County, Nebraska and a part of the vacated South Five (5) feet of Bartel's Drive (formerly Sycamore Lane) abutting said premises on the North, all lying northerly of the following described line.

Beginning at a point on the west line of said Lot Seventy-Four (74) which point is five (5) feet southerly from the Northwest corner of said Lot Seventy-Four (74); thence Easterly in a straight line to a point on the Northerly line of said vacated five (5) feet of Bartel's Drive abutting said premises on the North, which latter point is ninety (90) feet Easterly of the intersection of the extended west line of said Lot Seventy-Four (74) and the Northerly line of said vacated five (5) feet of Bartel's Drive abutting said Lot Seventy-Four (74) on the North.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a storm sewer pipe line and the transmission through said storm sewer pipe line of storm sewer water from the property now or hereafter served by Grantee and its assigns. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of this easement. The exact location of said storm sewer pipe line in the permanent easement way shall be fixed and determined by the Engineer for Grantee.

3. By accepting the foregoing easement Grantee agrees to pay all costs of construction of said storm sewer line and to replace the sod and the soil as nearly as practically possible to its original condition.

EXECUTED the day and year first above written.

OAKS, INC., Grantor



Attest:

By:

President

411-486

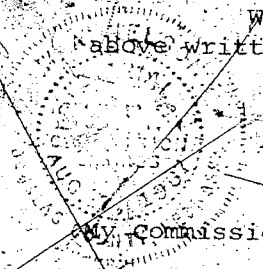
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year first above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came HAROLD E. GROVE, President of Oaks, Inc., to me personally known to be the President and the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed of said corporation and that the corporate seal of the said corporation was thereto affixed by its authority.

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

J. H. Moran

Notary Public



My Commission Expires:

August 7, 1967

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J. H. MORAN

NOTARY PUBLIC

STATE OF NEBRASKA

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