

19-15-12

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 9th day of June, 1976, between the undersigned BETH EL SYNAGOGUE, a Nebraska Non-profit Corporation (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 does herewith 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 a tract of land owned by Grantor and located in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M. 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

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 successors and assigns of the respective parties hereto.

EXECUTED on the day and year first above written.

BETH EL SYNAGOGUE, Grantor

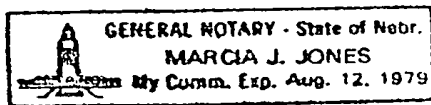
Attest: Valentyn
Vice President

By: Barton H. Greenberg
President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

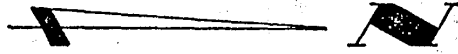
On the day and year last above written, before me, the undersigned a Notary Public in and for said County, personally came BARTON H. Greenberg, President of BETH EL SYNAGOGUE, a Nebraska Nonprofit Corporation, to me personally known to be the President and the identical person whose name is affixed to 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 Beth El Synagogue.

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



Marcia J. Jones
Notary Public

My Commission expires August 12, 1979.



No Scale

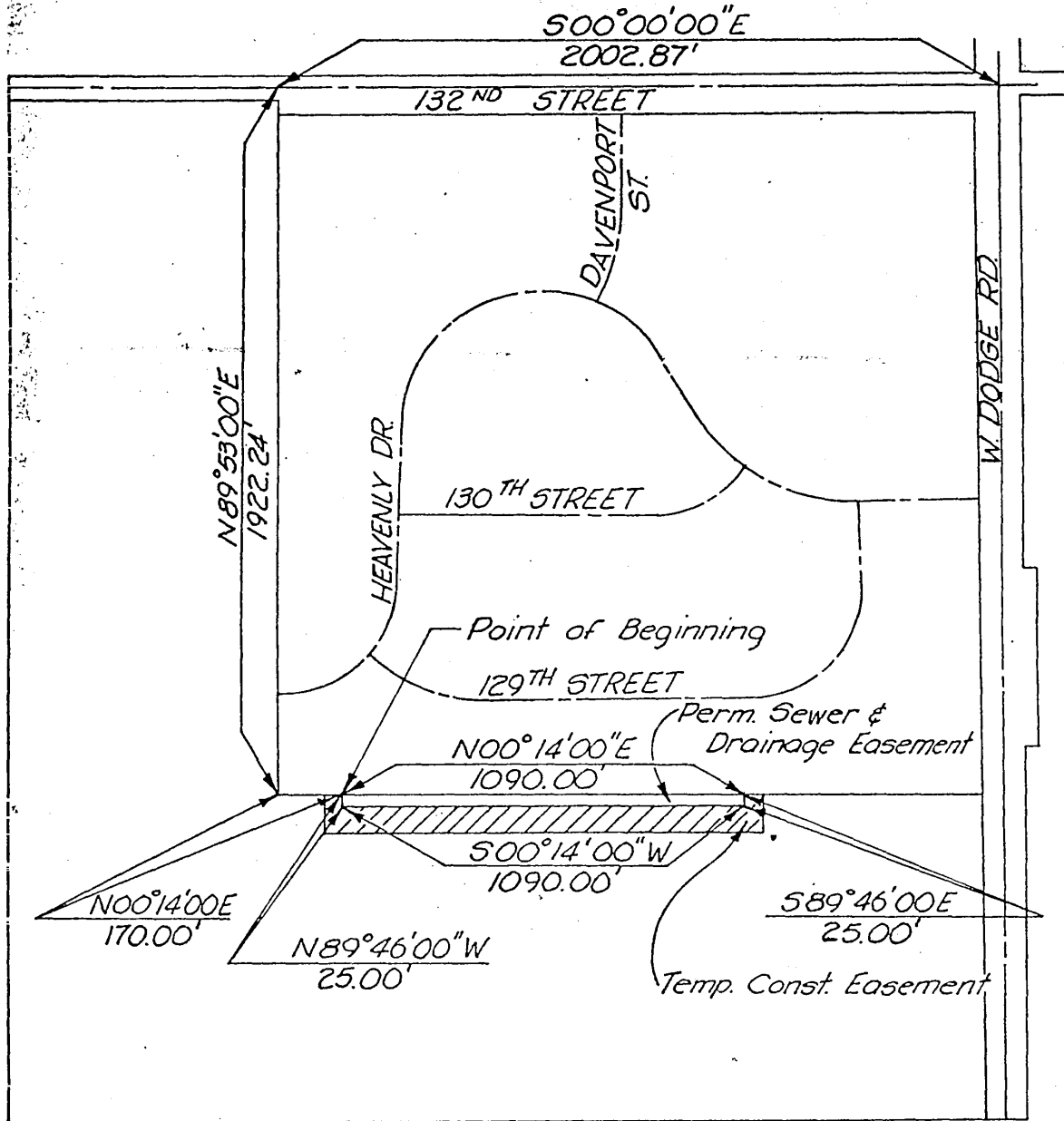


EXHIBIT "A"

Legal Description
Permanent Sewer and Drainage Easement

The following is a legal description for a permanent sewer and drainage easement located in the Northwest One Quarter of Section 19, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of said section, thence South 00°00'00" East (assumed bearing) along the easterly line of said section a distance of 2,002.87 feet; thence North 89°53'00" East a distance of 1,922.24 feet; thence North 00°14'00" East a distance of 170.00 feet to the point of beginning; thence North 00°14'00" East a distance of 1,090.00 feet; thence South 89°46'00" East a distance of 25.00 feet; thence South 00°14'00" West a distance of 1,090.00 feet; thence North 89°46'00" West a distance of 25.00 feet to the point of beginning.

Said easement contains 27,250 Sq. Ft. (0.63 Acres)

Legal Description
Temporary Construction Easement

The following is a legal description of the centerline of a 100 foot temporary construction easement located in the Northwest One Quarter of Section 19, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of said section thence South 00°00'00" East (assumed bearing) along the easterly line of said section a distance of 2,002.87 feet; thence North 89°53'00" East a distance of 1,922.24 feet; thence North 00°14'00" East a distance of 120.00 feet; thence South 89°46'00" East a distance of 50.00 feet to the point of beginning; thence North 00°14'00" West a distance of 1,190.00 feet.

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1976 JUN -9 PM 2:25

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

12187
THE STATE OF NEBRASKA
Douglas County
Entered in Numerical
for record in the office of the
Deeds of said county and
Book 565 of Records
Page 735

~~C. Harold Ostler~~
Register of Deeds

BY _____ Deputy
MAIL Richard E. Crocker
2400 Le 72 Ave
N 19-15-12 G.P.N.-P.G. 25
Compared 2 Fee 12

19-15-12