

PERPETUAL EASEMENT

18-15-12

THIS EASEMENT AGREEMENT made this 15<sup>th</sup> day of October, 1975, between the undersigned, ANNA DAGERMAN, Widow and a single person, a/k/a ANNA D. DAGERMAN, (herein called "Grantor"), 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 a parcel of land located in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Eighteen (18), 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 a sanitary outfall sewer pipe line, including all necessary manholes and other related appurtenances, and the transmission through said sewer 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 herself, her 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 heirs, personal representatives, successors and assigns of the respective parties hereto.

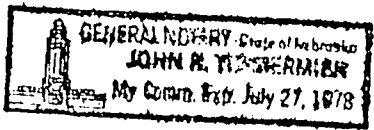
EXECUTED on the day and year first above written.

Anna Dagerman  
Anna Dagerman, Grantor

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 ANNA DAGERMAN, a widow and single person, a/k/a ANNA D. DAGERMAN, to me personally known to be the identical person whose name is affixed to the foregoing Perpetual Easement, and acknowledged the execution thereof to be her voluntary act and deed.

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



John R. Zimmerman  
Notary Public

My Commission expires \_\_\_\_\_ .

Candlewood Addition

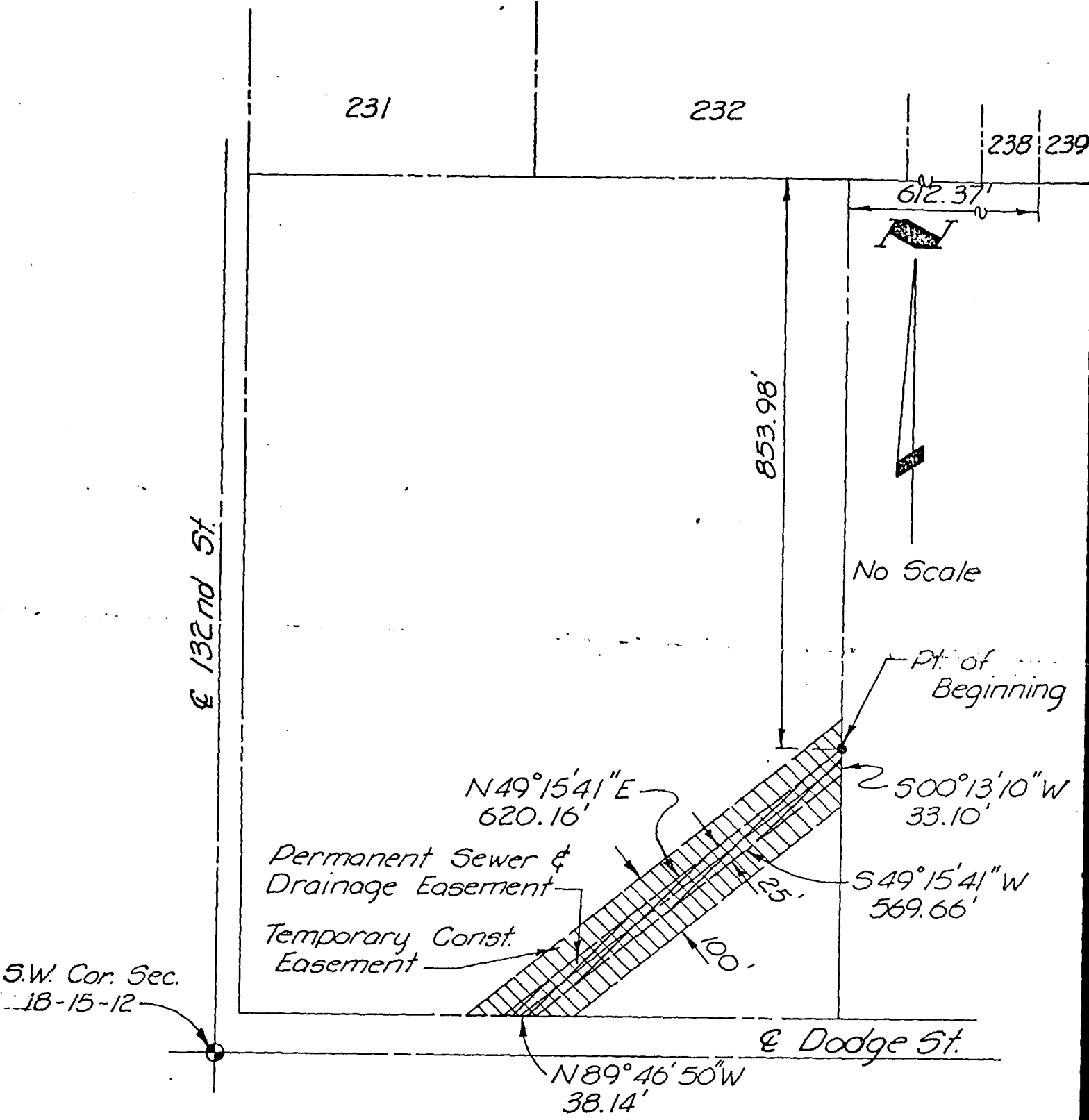


EXHIBIT "A"

LEGAL DESCRIPTION  
PERMANENT SEWER AND DRAINAGE EASEMENT

The following is a legal description of a permanent sewer and drainage easement located in the southwest one quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska being more particularly described as follows:

Commencing at the southernmost common corner of lots 238 and 239, Candlewood Addition, a platted and recorded subdivision in Douglas County, Nebraska; thence North 89°46'50" West (assumed bearing) a distance of 612.37 feet; thence South 00°13'10" West a distance of 853.98 feet to the point of beginning; thence continuing South 00°13'10" West a distance of 33.10 feet; thence South 49°15'41" West to the northernmost right of way line of Dodge Street, a distance of 569.66 feet; thence North 89°46'50" West along said right of way line a distance of 38.14 feet; thence North 49°15'41" East a distance of 620.16 feet to the point of beginning.

LEGAL DESCRIPTION

The following is a legal description of a temporary construction easement located in the southwest one quarter of Section 18, Township 15 North, Range 12 East of the 6th P.M. in Douglas County, Nebraska, that is parallel to and 50 feet either side of a line being more particularly described as follows:

Commencing at the southernmost common corner of lots 238 and 239, Candlewood Addition, a platted and recorded subdivision in Douglas County, Nebraska; thence North 89°46'50" West (assumed bearing) a distance of 612.37 feet; thence South 00°13'10" West a distance of 870.53 feet to the point of beginning; thence South 49°15'41" West a distance of 594.91 to the northerly right of way line of Dodge Street.

*23 Mac*

RECEIVED  
1979 APR 20 PM 12:21  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }  
Douglas County }  
Entered in Numerical Index and filed  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 564 of Index  
Page 99

*C. Arnold*  
By Richard E. Croker  
Deputy

Vol. 2400 p. 72 line  
6824  
H. 18-15-12 G.P.N.P.C.  
Computed Fee 1.25

*18-15-12*