

82-284
-88

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT is made between GLENBROOK HOMES ASSOCIATION (hereafter called "Grantor") and Michael P. May and Kathy R. May, (hereafter collectively called "Grantee" whether one or more).

WITNESSETH:

WHEREAS, Grantee is the owner of a sub lot in Woodgate, a subdivision in Douglas County, Nebraska, as described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Grantee is in need of parking and garage space in the common area of Woodgate; and

WHEREAS, the Amended Declaration of Woodgate dated October 28, 1975, and recorded in Douglas County Miscellaneous Book 557, Page 483 provides that Grantor may assign, by exclusive permanent easement, parking and garage areas in the Common Area as it deems necessary;

NOW, THEREFORE, it is agreed as follows:

- 1) In consideration of \$1.00 and the promises contained herein, Grantor hereby grants and conveys to Grantee and to Grantee's successors and assigns, a permanent, exclusive easement for the right to construct, use, maintain and repair a parking area and garage for the storage of motor vehicles on the land described in Exhibit "B", attached hereto and incorporated herein, together with the right of ingress to and egress from said easement area.
- 2) It is agreed that title to and ownership of any garage structure built on said easement area shall be and remain in Grantee, and Grantee's successors and assigns. Title to the land itself shall remain in Grantor, but Grantor hereby disclaims any interest in the title and ownership of any said garage structure. Any liability arising out of said structure shall be that of Grantee, his successors and assigns.
- 3) Grantee, for himself, his successors and assigns agrees to maintain the interior of said structure in a reasonable manner. Grantor agrees to maintain the exterior of said structure in the same manner and to the same extent as provided in Article V, Section 3 of said Amended Declaration.
- 4) Grantee, for himself, his successors and assigns, agrees to keep said structure insured in a sum of not less than 80 per cent of the replacement cost against loss or damage by reason of fire, tornado, hailstorm and extended coverage perils.
- 5) Grantee, for himself, his successors and assigns, agrees to promptly repair and reconstruct said structure, including its exterior, if it is damaged or destroyed by fire or other casualty, and restore it to substantially the same condition and appearance as before said damage or destruction occurred. If Grantee, his successors and assigns, do not promptly perform the necessary repairs, the Association may do so and charge Grantee, his successors and assigns, for all expenses related thereto, which shall be added to and become part of the assessments to which the realty described in Exhibit "A" is subject. The Association, through its Board of Directors, may waive the requirements of this paragraph.

6) The easement granted herein shall be for the benefit of Grantee and Grantee's successors in title to the realty described in Exhibit "A", and the promises made by Grantee shall be binding on said successors.

EXECUTED December 1, 1978

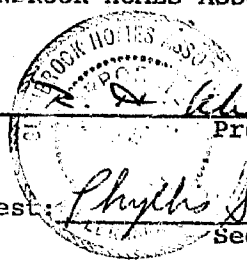
GLENBROOK HOMES ASSOCIATION, Grantor

Michael P. May
Grantee

By: [Signature]
President

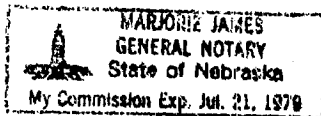
Kathy R. May
Grantee

Attest: [Signature]
Secretary



STATE OF NEBRASKA) On the date last-above written before me, the
)ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came R. H. Abernathy, Jr.
President of GLENBROOK HOMES ASSOCIATION (a non-profit corporation)
to me personally known to be the President and the identical person
whose name is affixed to the above Permanent Easement Agreement, and
acknowledged the execution thereof to be his voluntary act and deed
as such officer and the voluntary act and deed of said corporation.

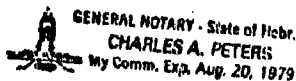
WITNESS my hand and Notarial Seal at Omaha in said County on the date last-above written.



Marjorie James
Notary Public

STATE OF NEBRASKA) On the date last above written before me, the
)ss. undersigned, a Notary Public in and for said
COUNTY OF DOUGLAS) County, personally came Michael P. May
Kathy R. May
to me known to be the identical persons whose names are affixed to
the foregoing Permanent Easement Agreement and acknowledged the exe-
cution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal on the date last-above written.



[Signature]
Notary Public

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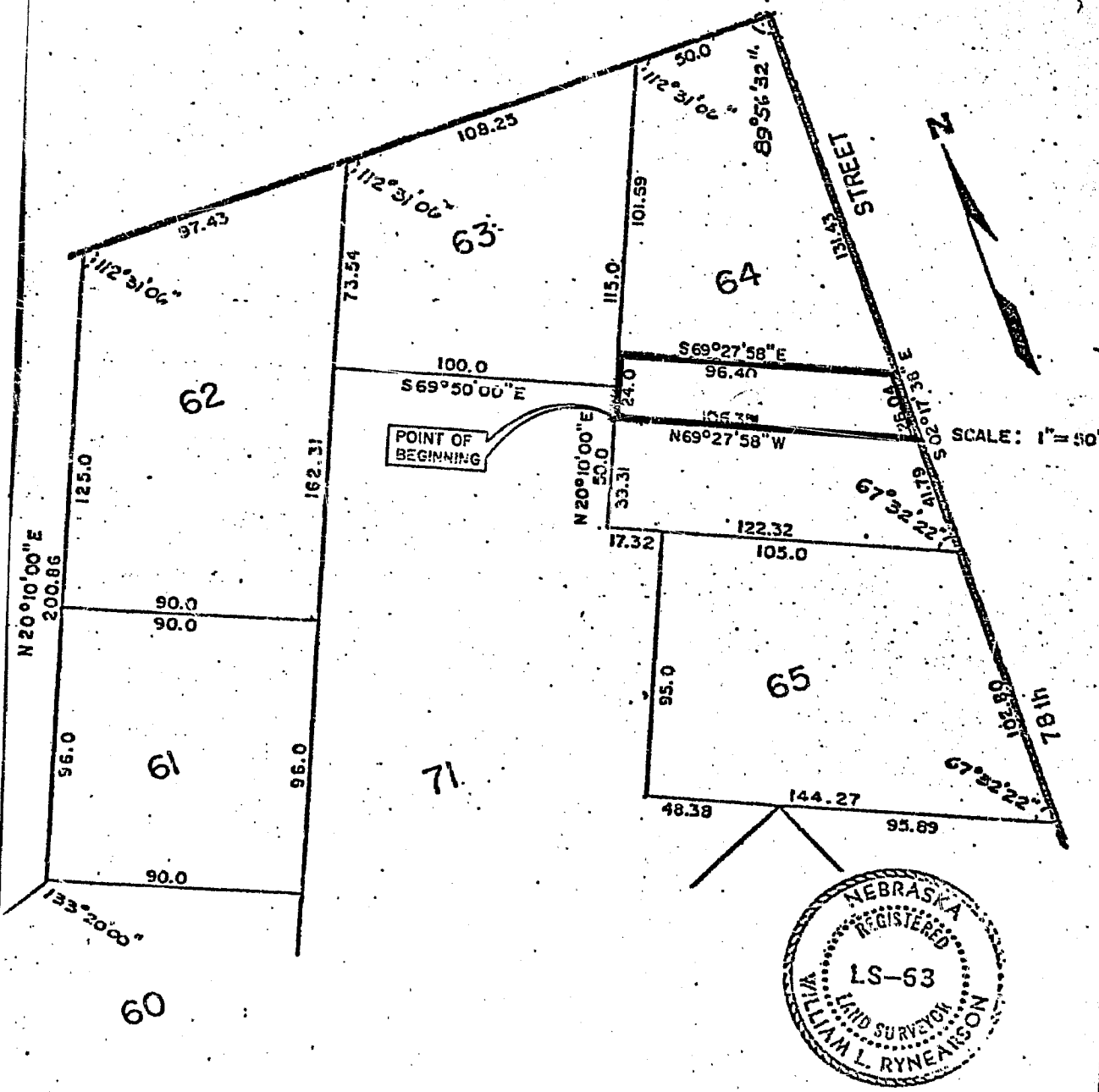
CERTIFICATION

EXHIBIT No. 559 PAGE 187
BOOK 559

I hereby certify that this plat and legal description were prepared by me, or under my direct personal supervision, and that the herein-described parcel was determined by actual measurements, to contain only one dwelling unit and its one-half of party wall (or walls), and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description:

That part of Lot 64, WOODGATE, as surveyed, platted and recorded, Douglas County, Nebraska, described as follows: Beginning at a point on the Westerly line of said Lot 64, N 20° 10' 00" E, 39.31 feet from the Southwest corner of said Lot 64; thence N 20° 10' 00" E, 24.0 feet along said Westerly line; thence S 69° 27' 58" E, 96.40 feet to the Easterly line of said Lot 64; thence S 02° 17' 38" E, 26.04 feet along said Easterly line; thence N 69° 27' 58" W, 106.35 feet to the point of beginning.



ADDRESS: 7187 N.78th COURT
MASTER SALES PLAT NO. 64 B
Book 5 Page 73

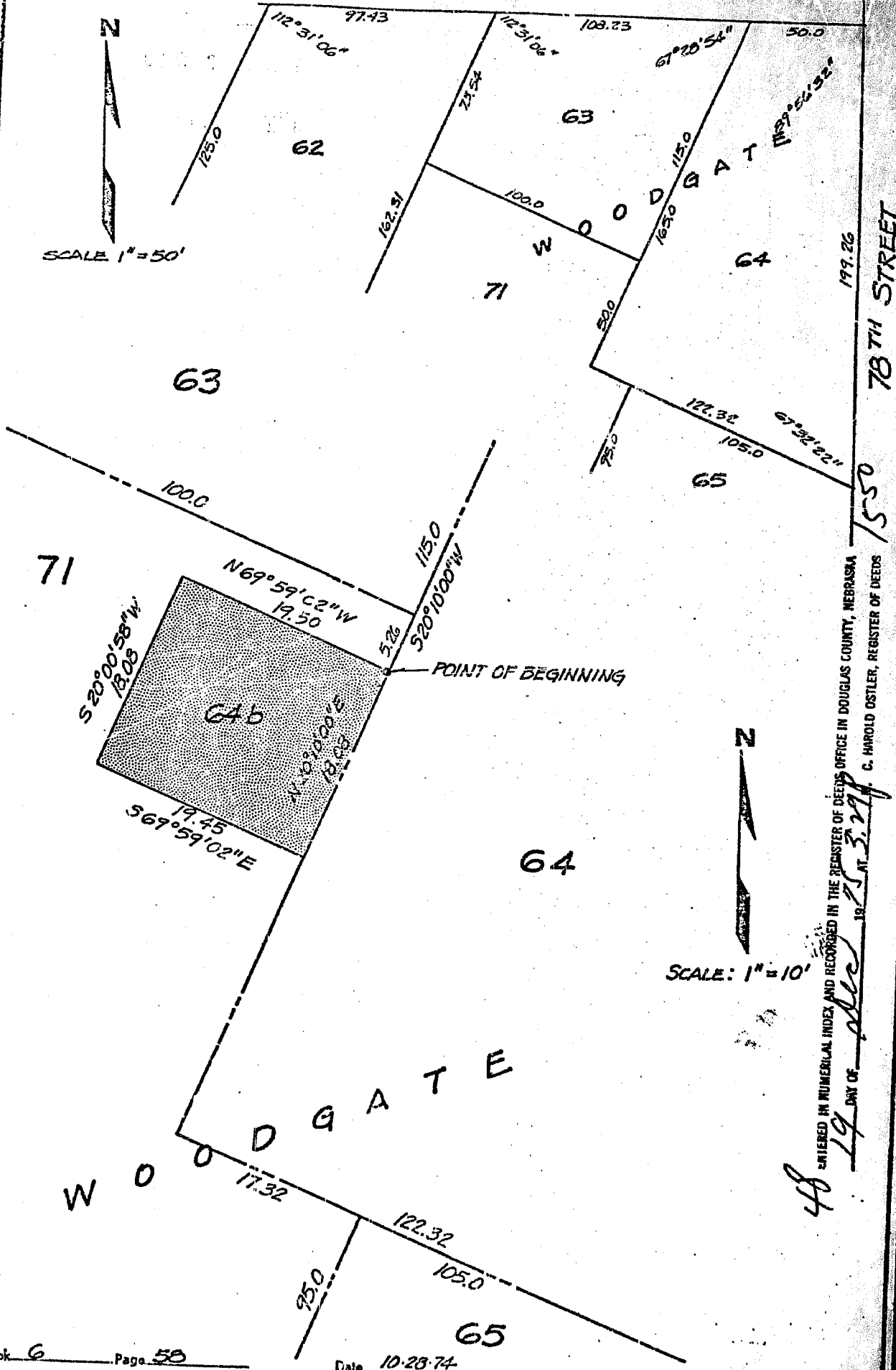
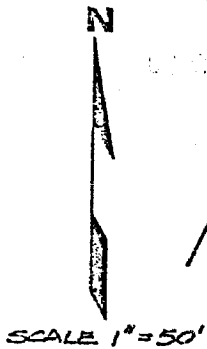
William L. Rynearson
William L. Rynearson, Reg. L.S. Reg. No. 63
Date 12/11/73 Job Number 73-04

EXHIBIT "B"

BOOK 559 PAGE 188

That part of Lot 71, Woodgate, a subdivision in Douglas County, Nebraska, described as follows: Beginning at a point on the Easterly line of said Lot 71, Woodgate, that is S 20°10'00" W, 5.26 feet from the SE corner of Lot 63, Woodgate; thence N 69°59'02" W, 19.50 feet; thence S 20°00'58" W, 18.08 feet; thence S 69°59'02" E, 19.45 feet to the Westerly line of said Lot 64; thence N 20°10'00" E, 18.08 feet along the Easterly line of said Lot 71 to the point of beginning.

As shown on the drawing attached hereto and made a part hereof.



48 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
19 DAY OF APRIL 19 75 AT 3:27 P.M.
C. HAROLD OSTLER, REGISTER OF DEEDS

Book 6 Page 58

Date 10-23-74

Job Number 73-04

LAMP RYNEARSON & ASSOCIATES, INC.
SURVEYORS

FORTY-SIX TEN DODGE STREET
OMAHA, NEBRASKA 68122
TELEPHONE 482-2222-2222