

82-12  
288

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT is made between GLENBROOK HOMES ASSOCIATION (hereafter called "Grantor") and RAY CONSTRUCTION COMPANY, INC., (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.

LS

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 May 13, 1976

GLENBROOK HOMES ASSOCIATION,  
Grantor

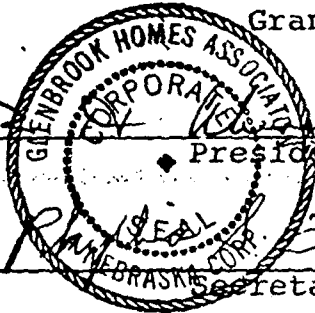
RAY CONSTRUCTION COMPANY, INC.

By: Clyde M. Ray  
Clyde M. Ray, President Grantee

By: [Signature]  
President

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.

GENERAL NOTARY - State of Nebr.  
CHARLES A. PETERS  
My Comm. Exp. Aug. 20, 1979

[Signature]  
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 Clyde M. Ray,  
President of Ray Construction Company, Inc.  
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.

GENERAL NOTARY - State of Nebr.  
CHARLES A. PETERS  
My Comm. Exp. Aug. 20, 1979

[Signature]  
Notary Public

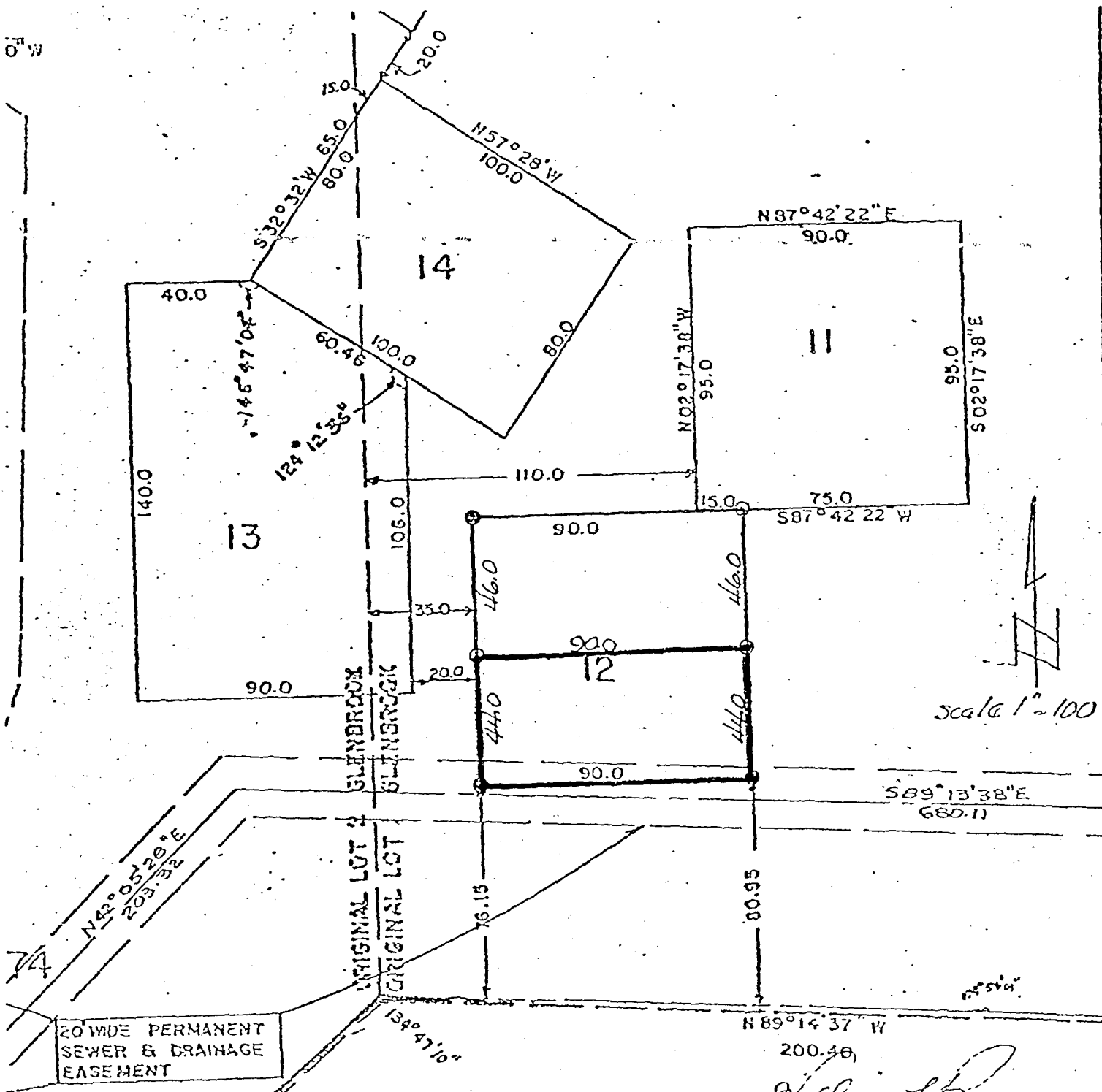
I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a Registered Land Surveyor under the laws of the State of Nebraska.

BOOK 565 PAGE 277

Legal Description

THE SOUTH 44.0 FEET OF LOT 12, WOODGATE, DOUGLAS COUNTY, NEBRASKA.

Plat to scale showing tract surveyed with all pertinent points.



scale 1" = 100'

*William L. Rynearson*  
Signature of Land Surveyor

- Corners Set
- Corners Found
- (A) = Actual Dimensions
- (P) = Plat Dimensions

DATE RECEIVED: \_\_\_\_\_

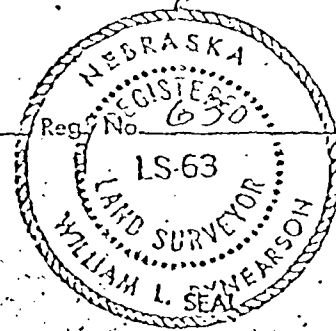
Date: 5/12/76

OFFICIAL ADDRESS: \_\_\_\_\_

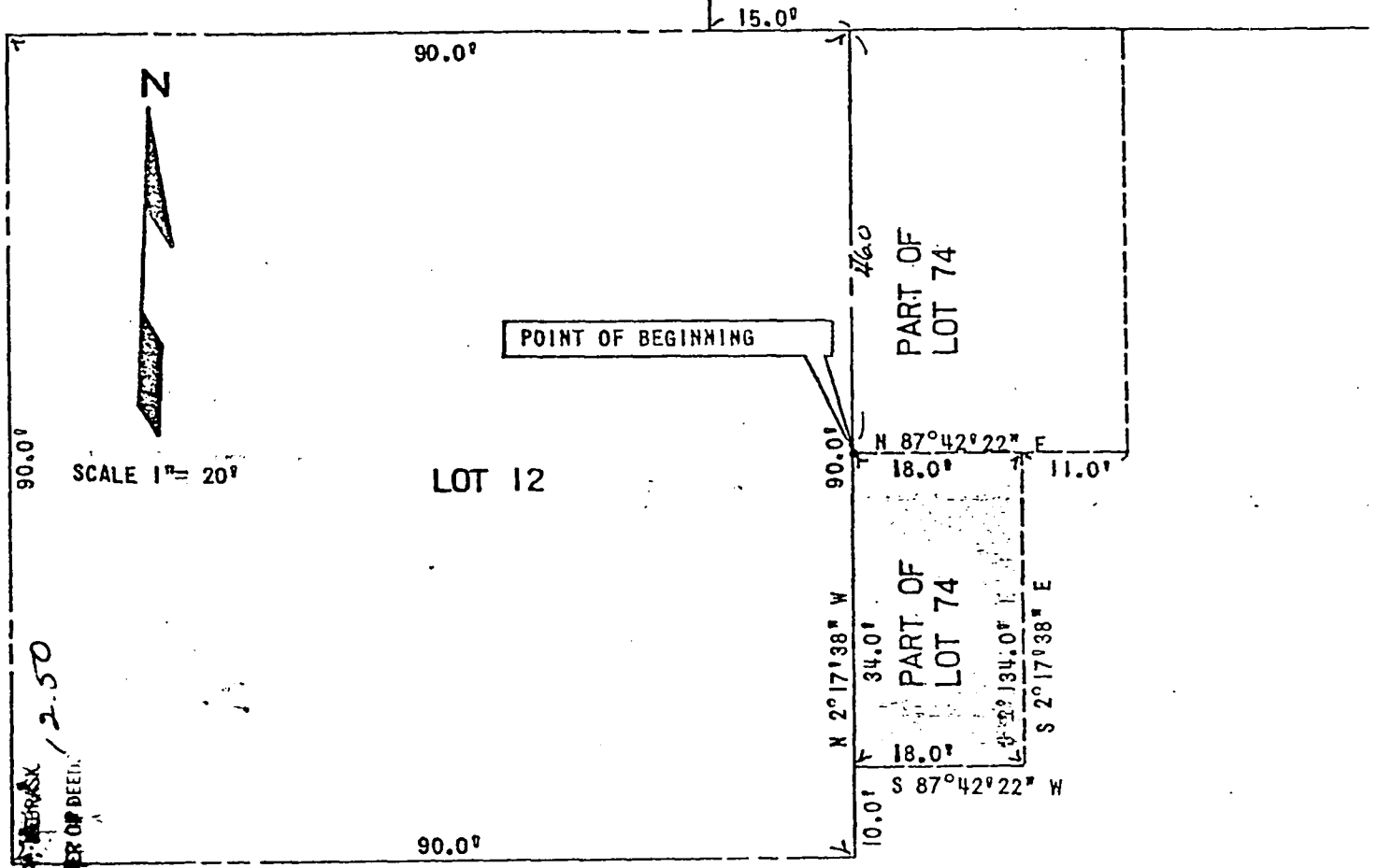
BLDG. PERMIT NO.: \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_

Job Number 76-299-1



LOT 11



SCALE 1" = 20'

LOT 12

PART OF LOT 74

PART OF LOT 74

LOT 74

LEGAL DESCRIPTION OF THE PARKING AND DRIVEWAY EASEMENT FOR THE SOUTH 44.0 FEET OF LOT 12, WOODGATE, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

That part of Lot 74, WOODGATE, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at a point on the East line of Lot 12, Woodgate, being S 2° 17' 38" W, 46.0 feet from the Northeast corner of said Lot 12; thence N 87° 42' 22" E, 18.0 feet; thence S 2° 17' 38" E, 34.0 feet; thence S 87° 42' 22" W, 18.0 feet to the East line of said Lot 12; thence N 2° 17' 38" W, 34.0 feet along the East line of said Lot 12 to the point of beginning.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
 AT 2:50 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS  
 21 DAY OF May 1976

Book \_\_\_\_\_ Page \_\_\_\_\_ Date 5/12/1976 Job Number M 76-599