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Carol Stinson
REGISTER OF DEEDS
DODGE COUNTY, NE

EASEMENT

This Easement is entered into by and between Mark B. Donner, a single person ("Grantor") and Marguerite C. Donner, a single person ("Grantee"), on this 22nd day of December, 1998.

WHEREAS, Grantor is the owner of certain real estate legally described as follows:

Lot 6, except the West 12 feet of the South 70 feet, Block 208, Barnard, Kittle, Smith and Turner's Addition to the City of Fremont, Dodge County, Nebraska,

and hereinafter referred to as "Grantor's Property."

WHEREAS, Grantee is the owner of certain real estate legally described as follows:

The South Half of Lot 5 and the West 12 feet of the South 70 feet of Lot 6, Block 208, Barnard, Kittle, Smith, and Turner's Addition to the City of Fremont, Dodge County, Nebraska,

and hereinafter referred to as "Grantee's Property;"

NOW, THEREFORE, for good and valuable consideration, Grantor hereby grants to Grantee and Grantee hereby accepts a non-exclusive easement in, upon, through and over Grantor's Property for the sole and only purpose of maintaining, repairing, or replacing a buried water line and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems servicing Grantee's Property, hereinafter collectively referred to as "Utility Systems."

This Easement shall be permanent.

In the event that maintenance, repair or replacement of the Utility Systems disturbs the surface area of Grantor's Property, then Grantee shall restore the surface area to the condition which existed prior to commencement of the maintenance, repair or replacement.

Except in case of emergency, not less than seven (7) days prior to commencement of any maintenance or repair work, Grantee shall provide written notice to Grantor of the nature of any planned maintenance, repair or replacement work and the date of commencement of same.

In maintaining, repairing or replacing the Utility Systems as described above, Grantee shall use due care and perform all work in a good and workmanlike manner in accordance with all permits and regulations and all other requirements applicable by law. Grantor shall have no obligation to repair, maintain or replace any such Utility Systems of Grantee.

Each party warrants and represents to the other that they are the owner of their respective premises, and that they have the sole and lawful authority to enter into the obligations set forth in this Easement. This Easement shall run with the land so that all the terms and conditions described herein shall be binding upon and inure to the benefit of any subsequent owner, successor or assign of Grantee's property or Grantor's property.

IN WITNESS WHEREOF, the parties have executed this Easement on the date named above.

Mark B. Donner
Mark B. Donner, Grantor

Marguerite C. Donner
Marguerite C. Donner, Grantee

STATE OF NEBRASKA)
)ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 22nd day of Dec, 1998, by Mark B. Donner.

Michael L. Semrad
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me this 22nd day of Dec, 1998, by Marguerite C. Donner.

Michael L. Semrad
Notary Public

