

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this Dec 4 day of \_\_\_\_\_, 1961, between the undersigned, MARGARET CATHERINE SIME, Trustee (herein called "Grantor") and SANITARY AND IMPROVEMENT DISTRICT NO. 75 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"),

## WITNESSETH:

1. In consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, Grantor being the owner of the property hereinafter described, does herewith give and grant unto the Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land Twenty (20) feet in width located in the East One-half ( $E\frac{1}{2}$ ) of the East One-half ( $E\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section Ten (10), Township Fourteen North ( $T14N$ ), Range Twelve East ( $R12E$ ) of the 6th P.M. in Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at a point on the North Right-of-Way line of the Chicago, Burlington & Quincy Railroad, said point being 155 feet West of the East line of said Section 10; proceeding thence Northerly a distance of 510 feet to a point 140 feet West of the East line of said Section 10; thence Northerly a distance of 496.3 feet to intersection with an existing 10-inch water main at a point 108 feet West of the East line of said Section 10.

2. The scope and purpose of said easement is for the construction, use, repair, maintenance, replacement and renewal of an 8-inch water main. The Grantee and its contractor and engineers shall have full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of this easement. The exact location of said water main in the permanent easement way shall be fixed and determined by the engineer for Grantee. During initial construction of said 8-inch water main, the Grantee shall be permitted to have and is hereby granted a temporary construction easement forty (40) feet in width, the centerline of which is identical to the centerline of said 20-foot-wide permanent easement described in Paragraph One (1) above, provided that said temporary construction easement shall commence on date hereof and shall continue for a period of twelve (12) months thereafter.

3. Said easement is granted upon the expressed condition that if any changes, repairs or alterations are necessary to be made at any time or if any portion of said water main needs to be reconstructed after the land is filled or improved, Grantee shall make good to the owner or owners of such land as hereinbefore set forth any and all damage that may be done by said changes, alterations, repairs or reconstruction, in the way of damage to trees, grounds, buildings or other improvements thereon including crops, vines, gardens and lawns, during construction and thereafter. Grantee agrees to pay all costs of construction of said water main, and fill in the trench with mechanically compacted material, and generally leave the premises in a neat and orderly condition.

4. Grantor for herself, her heirs, executors, administrators and assigns, does confirm with the Grantee and its successors and assigns, that she, the said Grantor, is well seized in fee of the premises aforesaid and that she has full

*C.W.N.P.*

right to grant and convey this easement in the manner and form aforesaid, and that she will, and her heirs, executors and administrators, shall warrant and defend this easement grant to Grantee and its assigns against the lawful claims and demands of all persons.

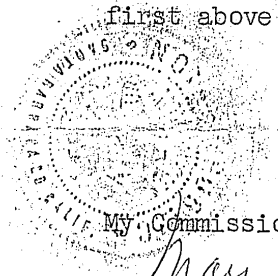
EXECUTED the day and year first above written.

*Margaret Catherine Sime Trustee*  
Margaret Catherine Sime, Trustee

STATE OF CALIFORNIA )  
COUNTY OF *Santa Barbara* )<sup>ss</sup>

On the day and year first above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came MARGARET CATHERINE SIME, Trustee, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such Trustee.

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



*Viola Wilkins*  
Notary Public

My Commission Expires:  
*May 19-1964*

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RECEIVED  
*5*  
1961 DEC 6 PM 1 17  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA  
Book *373* Page *531*  
for Record in the office of this Registrar at  
the place of recording of this instrument on  
this *15* day of *Dec* 1961  
FEE *5.31*

*John W. DeLahant*  
Registrar

By *John W. DeLahant*  
PA *John W. DeLahant*  
S *4602*  
N *40-14-16* P.M. P.O.  
C *3.00*  
Collected *10-14-12*

*10-14-12*