

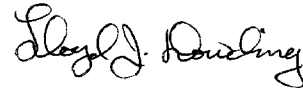
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VERIFY LM
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SUBMITTED NATIONAL TITLE COMPANY - AS

NEBRASKA DOCUMENTARY
STAMP TAX
Jun 17, 2014
\$ Ex023 By LM

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2014-12692

2014 Jun 17 08:39:23 AM



REGISTER OF DEEDS



WATERLINE EASEMENT AGREEMENT

This Easement Agreement is entered into this 10 day of June, 2014, by and between Clarence O. Keyes, as Trustee of the Clarence O. Keyes Living Trust ("Clarence Keyes"); Philip F. White and Mary B. White, Husband and Wife ("White"); and Stephen E. Srb, a single person ("Srb") (collectively "Grantors"), and by Kevin M. Keyes and Teresa S. Keyes, Husband and Wife; ("Grantee") (hereinafter referred to collectively as the "Parties" to this Agreement).

WHEREAS, Clarence Keyes is the fee owner of Parcel I, more particularly described as the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section 29, Township 13 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska;

WHEREAS, White is the fee owner of Parcel II, more particularly described as Tax Lot K located in Section 29, Township 13, North Range 12 East of the 6th P.M., in Sarpy County, Nebraska;

WHEREAS, Srb is the fee owner of Parcel III, more particularly described as Tax Lot L located in Section 29, Township 13 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska;

WHEREAS, Grantee is the fee owner of Parcel IV, more particularly described as Tax Lot M located in Section 29, Township 13 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska

WHEREAS, Grantors and Grantee are desirous of creating a "Permanent Easement" described on Exhibit "A" attached hereto and incorporated herein by reference, for the purpose of permitting and enabling present and future owners of Parcel IV, their heirs, successors and assigns the authority of locating, establishing, constructing, maintaining, repairing, and operating water lines, and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such water lines.

NOW, THEREFORE, for good and valuable consideration having been paid, the Parties hereby acknowledge and agree as follows:

1. Grantors give, grant, and convey a Permanent Easement to Grantee, for the purposes of construction, installation, maintenance, and repair of said waterline.
2. The Easement Area shall be used to permit and enable present and future owners of Parcel IV, their heirs, successors and assigns to locate, establish and install, and operate, maintain, repair, and inspect a waterline within the Permanent Easement.
3. Grantee shall pay to Clarence Keyes an annual fee equal to one hundred and twenty dollars (\$120.00) on April 1, of each and every year. Late payment beyond thirty (30) days may result in water being shut off to Grantee at the discretion of Clarence Keyes. Grantee agrees that Clarence Keyes has the right of trespass on their property in order to enforce compliance with this agreement. Upon the sale, conveyance, or transfer of Parcel IV by the current Grantee, the annual fee in this paragraph shall be established by a new independent appraiser.
4. Grantors agree to require the well and the water line attached thereto to be moved to a different locale on the property in the event that the land upon which the well and the line are located are taken by a governmental agency by right of eminent domain, or to allow movement of the well and water line to a different locale on the property described above if the well becomes unusable. The well and the water line may be moved as close as is practical to the boundary taken via eminent domain or as close as is practical to the present location of the well if the well becomes unusable, unless a greater distance is acceptable to the grantor. In no event will Clarence Keyes be responsible for the expense of moving the well or the water line. White, Srb, and Grantee shall equally share the expense of moving the well or the water line.
5. Grantors, his heirs, successors, assignees, and permittees expressly reserve and shall have the right to use and enjoy the property; the right at all times and for any purpose to go upon, across and recross, and to use the said easement premises in a manner consistent with the nature of the property.
6. The water from the well is to be used by grantee for ordinary culinary purposes, yard irrigation, or livestock watering. It may be used to fill and maintain a swimming pool or a small decorative pond or stream that recycles the water. Should water monitoring be required, no party may use more than one-fourth of the total water output.
7. Upon any completion of any repair or maintenance work completed hereunder, Grantee, agrees to promptly restore the described property owned by Grantors, to a condition equal to or superior to that existing prior to exercising its rights under this easement. If and when Grantee, shall make any future repairs to the utility lines and/or allied portions of the easement described in Exhibit "A", it shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the undertaking of such repairs and maintenance.
8. Violation of any of the above conditions of this agreement by Grantee may result in water being shut off to Grantee's property at the discretion of Grantors. In the event there is a violation of the above conditions by Grantee, any mortgagor of Parcel IV shall have the right to cure the defect before the water is shut off to Grantee's property.

9. The rights and responsibilities set forth in this Agreement shall bind to the Parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

10. This Easement Agreement may not be modified, amended, or terminated without the prior written consent of all fee title owners of Parcels I, II, III, and IV.

IN WITNESS WHEREOF, the Parties have made and executed the foregoing Easement Agreement as of the 16 day of June, 2014.

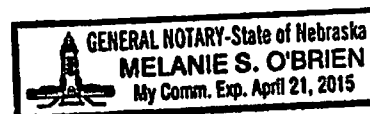
Owners of Parcel I:

Clarence O Keyes Trustee
CLARENCE O. KEYES, Trustee

STATE OF NEBRASKA)
) SS.
COUNTY OF Saunder)

Subscribed, sworn to and acknowledged before me by Clarence O. Keyes, Trustee of the Clarence O. Keyes Living Trust, this 13 day of June, 2014.

Melanie S. O'Brien
Notary Public



Owner of Parcel II

Philip F. White
PHILIP F. WHITE

Mary B. White
MARY B. WHITE

STATE OF NEBRASKA)
) SS.
COUNTY OF Saunders)

Subscribed, sworn to and acknowledged before me by Philip F. White and Mary B. White, Husband and Wife, this 16 day of June, 2014.

Kate M. Beranek
Notary Public



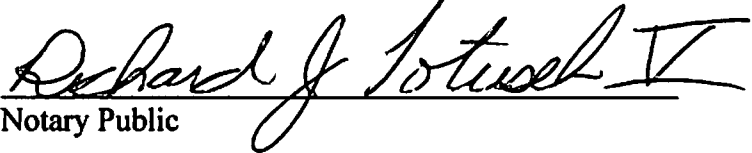
Owner of Parcel III



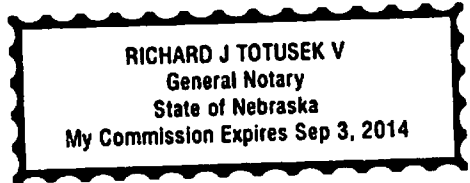
STEPHEN SRB

STATE OF NEBRASKA)
) SS.
COUNTY OF Douglas)

Subscribed, sworn to and acknowledged before me by Stephen E. SrB, a single person,
this 16th day of June, 2014.



Notary Public



Owner of Parcel IV

Kevin M. Keyes
KEVIN M. KEYES

Teresa S. Keyes
TERESA S. KEYES

STATE OF NEBRASKA)
) SS.
COUNTY OF Sanibels)

Subscribed, sworn to and acknowledged before me by Kevin M. Keyes and Teresa S. Keyes, Husband and Wife, this 13th day of June, 2014.

Melanie S. O'Brien
Notary Public



Exhibit A

That Part of the West Half of the Northeast Quarter of Section 29, Township 13 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska; Described as commencing at the Southeast Corner of the Northwest Quarter of the Northeast Quarter of Section 29; Thence N 89°31'22"W (Assumed Bearing) on the South line of the Northwest Quarter of the Northeast Quarter, a distance of 55.04 feet to the point of beginning; thence N 02°19'45"E, a distance of 25.40 feet; Thence N 86°55'14"W, a distance of 688.72 feet; thence N07°39'40"W, a distance of 264.08 feet; Thence N02°05'02"W a distance of 215.71 feet; thence N 08°18'51"E. a distance of 130.80 feet; thence N00°43'35"E, a distance of 283.43 feet; thence N89°16'25"W a distance of 10.00 feet; thence S00°43'35"W, a distance of 282.73 feet; thence S 08°18'51"W, a distance of 131.01 feet; thence S 02°05'02"E, a distance of 217.11 feet; thence S07°39'40"E, a distance of 272.84 feet; thence S 86°55'14"E, a distance of 687.20 feet; thence S02°19'45"W, a distance of 452.58 feet; thence S00°49'00E, a distance of 459.79 feet; thence N89°11'00"E, a distance of 10.00 feet; thence N00°49'00"W, a distance of 459.51 feet; thence N02°19'45"E, a distance of 436.70 feet to the point of beginning.