

East of us

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 24th day of November, 1961, between the undersigned JAMES J. KLEAGER and MARY E. KLEAGER, husband and wife, (herein collectively 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 hereby give and grant unto the Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land Ten (10) feet in width located in the East One-half ($E\frac{1}{2}$) of the Southeast One-Quarter ($SE\frac{1}{4}$) 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 the intersection of the East line of the Southeast Quarter of said Section Ten with the extended common boundary line of Lots 147 and 148, in Wildewood, a subdivision in Douglas County, Nebraska; thence Northwesterly along said extended common boundary line of said Lots 147 and 148 to a point 149 feet West of the East line of the Southeast Quarter of said Section 10; thence North to a point on the South Right-of-Way line of the Missouri Pacific Railroad, said point being 142 feet West of the East line of the Southeast Quarter of said Section 10; except and excluding from said foregoing described easement way such portion of the above described strip of land as has been deeded to the State of Nebraska for highway purposes.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a 12-inch sanitary outfall sewer line and the transmission through said outfall sewer line of sanitary sewage from the property now or hereafter served by Grantee and its assigns. 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 sanitary outfall sewer line in the permanent easement way shall be fixed and determined by the Engineer for Grantee. During initial construction of said 12-inch sanitary outfall sewer line, 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 10-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 outfall sewer line 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, or other improvements thereon including crops, vines, gardens and lawns, during con-

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struction and thereafter. Grantee agrees to pay all costs of construction of said outfall sewer line, and fill in the trench with mechanically compacted material, and generally leave the premises in a neat and orderly condition.

4. Grantors for themselves, their heirs, executors, administrators and assigns, do confirm with the Grantee and its successors and assigns, that they, the said Grantors, are well seized in fee of the premises aforesaid and that they have full right to grant and convey this easement in the manner and form aforesaid, and that they will, and their 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.

James J. Kleager
James J. Kleager

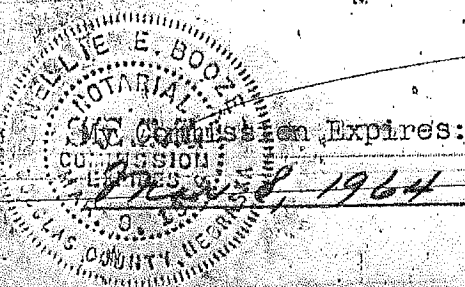
Mary E. Kleager
Mary E. Kleager

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On the day and year first above written before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came JAMES J. KLEAGER and MARY E. KLEAGER, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

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

Walter E. Boege
Notary Public



RECEIVED

NOV 28 AM 9 56

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA

Douglas County

Instrument recorded and filed
for record in the office of the Register of
Deeds of said County and returned to
me this 28th day of November 1964

Walter E. Boege

Walter E. Boege

Walter E. Boege

John D. Kleager

John D. Kleager

John D. Kleager

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