

East of US

BOOK 379 PAGE 453

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 24th day of April, 1962, between the undersigned JAMES J. KLEAGER and MARY E. KLEAGER, husband and wife, (herein collectively called "Grantor") and FAIRVIEW HEIGHTS, INC., A NEBRASKA CORPORATION (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 Northeast One-Quarter (N.E.1/4) of Southeast One-Quarter (S.E.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:

Beginning at a point on the South line of the Northeast One-Quarter (N.E.1/4) of the Southeast One-Quarter (S.E.1/4) of Section 10, Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska and 145.0 feet West of the Center-line of 84th Street; thence North along a line 145.0 feet from and parallel to the center-line of 84th Street for a distance of 752.9 feet to the present existing easement granted to the Sanitary and Improvement District No. 75; this easement to be 5.0 feet on each side of the above described line.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a 8-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 8-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 in the way of damage to trees, grounds, or other improvements thereon including crops, vines, gardens and lawns during construction.

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)

ss.

COUNTY OF DOUGLAS)

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.

Charles J. Kusleika
Notary Public

My Commission Expires:

May 13, 1962

Map

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UNITED STATES DEPARTMENT OF DEEDS
RECORDS SECTION

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