

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 herewith give and grant unto the Grantee, its successors and assigns, a perpetual easement over, on and under a strip of land Ten (10) feet wide, being Five (5) feet each side of a line described as follows:

Beginning at a point on the center line of 90th Street, and One Hundred Sixty (160) feet north of the Southwest corner of the Northwest One-Quarter (N.W.¼) of Southeast One-Quarter (S.E.¼) of Section Ten (10), Township Fourteen (14), Range Twelve (12); thence East along a line One Hundred Sixty (160) feet north of and parallel to the South Line of the Northwest One-Quarter (N.W.¼) of Southeast One-Quarter (S.E.¼) and Northeast One-Quarter (N.E.¼) of Southeast One-Quarter (S.E.¼) of said Section Ten (10), Township Fourteen (14), Range Twelve (12) for One Thousand Seven Hundred Forty-one (1,741) feet; thence south One Hundred Sixty (160) feet to a point on the South Line of the Northeast One-Quarter (N.E.¼) of Southeast One-Quarter (S.E.¼) of said Section Ten (10), Township Fourteen (14), Range Twelve (12), Four Hundred Twenty (420) feet east of the Southwest Corner of said Northeast One-Quarter (N.E.¼) of Southeast One-Quarter (S.E.¼).

2. The scope and purpose of said easement is for the construction, repair, maintenance and renewal of an 8-inch water main to serve the property owned by Grantee, its successors and 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 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 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 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 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 water main 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,

BOOK

379 PAGE 458

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.

Charles A. Kinsler
Notary Public

My Commission Expires:

May 13, 1962

RECEIVED

102 APR 25 PM 4 14

CLERK OF DISTRICT COURT
COUNTY OF DOUGLAS

Made

379
458

10-14-12