

West & SW

395 13

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 1st day of March, 1962, between the undersigned JAMES J. KLEAGER and MARY E. KLEAGER, husband and wife, (herein called "Grantors"), and SANITARY AND IMPROVEMENT DISTRICT NO. 73 OF DOUGLAS COUNTY, NEBRASKA (herein called "Grantee"), WITNESSETH:

1. In consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, Grantors, being the owners of the property hereinafter described, do hereby 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

North 1/2 of the Southeast 1/4 of Section 10, Township 14 North, Range 12, East of the 6th P. M., Douglas County, Nebraska, the centerline of which is described as follows: Commencing at a point on the West line of the Southeast 1/4 of said Section 10, point being 378.55 feet South of the Northwest corner of the Southeast 1/4 of said Section 10; thence S 71° 01' E, for a distance of 544.66 feet (The West line of the Southeast 1/4 assumed North-south in direction), and

North 1/2 of the Southeast 1/4 of Section 10, Township 14 North, Range 12, East of the 6th P. M., Douglas County, Nebraska, the centerline of which is described as follows: Commencing at a point 514.94 feet East of the West line of the Southeast 1/4 of said Section 10, and 50 feet North of the Northerly right of way line of the C.M. & Q. Railroad; thence Northeasterly along a line 30 feet North of and parallel to the Northerly right of way line of the C.M. & Q. Railroad to a point 161.3 feet East of the West line of the Southeast 1/4 of the Southeast 1/4 of Section 10, all in Douglas County, Nebraska.

2. The scope and purpose of said easement is for the construction, repair, maintenance, replacement and renewal of a sanitary outfall sewer line and the transmission thereof, and outfall sewer line of sanitary sewage from the property now 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 operations described within the scope and purpose of this easement.

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 sewer need 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 of the costs of the construction of said sanitary sewer, 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.

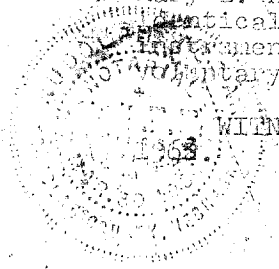
EXECUTED the day and year first aforesaid.

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 in and 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 this 1st day of March 1963.

Richard J. Iker
Notary Public

My commission expires:

3/22/64

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Mail
Matter to
Harry J. Fairbank
700 Garden City
Omaha, Neb.