

SOUTH EAST OF US

BOOK 467 PAGE 71

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 7<sup>th</sup> day of August, 1968, between JAMES J. KLEAGER and MARY E. KLEAGER, husband and wife, (herein called grantor) and SANITARY AND IMPROVEMENT DISTRICT NO. 199 OF DOUGLAS COUNTY, NEBRASKA (herein called grantee).

WITNESSETH:

In Consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the 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, under and upon the following described property, to-wit:

That part of the Southeast 1/4 of Section Ten (10), Township 14 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, described as follows:

Beginning at a point on the west line of 86th Street which is 61 feet south of the intersection of the West line of Lot 12, Ralston Industrial Park with the 50 foot radius right-of-way line of the 86th Street cul-de-sac; thence, West 20.0 feet; thence South 30.0 feet; thence East 20.0 feet to the West line of 86th Street; thence North 30.0 feet to the point of beginning.

Also a temporary construction easement beginning at the intersection of the west line of Lot 12, Ralston Industrial Park with the 50 foot radius right-of-way line of the 86th Street cul-de-sac; thence West 70.0 feet; thence South 150.0 feet; thence East 70.0 feet to the West line of 86th Street, thence North 150.0 feet to the point of beginning.

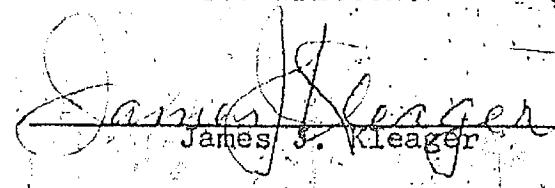
The scope and purpose of this Easement is for the construction, repair, maintenance, replacement and renewal of a ~~sanitary~~ sewer line and for drainage purposes. The grantee and its' contractor and engineers shall have full right and authority to enter upon said easement way in order to perform any of the acts and functions described within the scope and purpose of this easement.

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

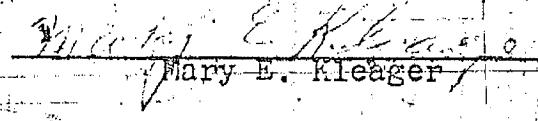
Grantors for themselves, their heirs, executors, administrators and assigns, do confirm with the Grantee and its successors and assigns that they, the said Grantors, are well seized in fee simple the premises aforesaid, and that they have full right to grant and convey this easement in the manner and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

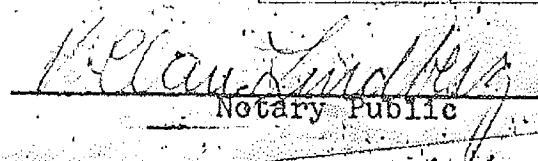


Mary E. Kleager

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.



Notary Public



RECEIVED MAY 12, 1982 APPROVED