

PERPETUAL EASEMENT

THIS EASEMENT AGREEMENT made this 12<sup>th</sup> day of August, 1968, between the undersigned, JAMES J. KLEAGER and MARY E. KLEAGER, husband and wife, (herein called grantor), and SANITARY & IMPROVEMENT DISTRICT NO. 199 OF DOUGLAS COUNTY, NEBRASKA (herein called grantee)

## WITNESSETH:

In Consideration 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, on and under a strip of land ten (10) feet in width, located in the Southeast 1/4 of Section 10, Township 14 North, Range 12, East of the 6th P.M. in Douglas County, Nebraska, the center line of which is described as follows:

Beginning at a point on the west line of 86th Street, Ralston, Nebraska, which point is 40 feet north of the South line of Madison Street; thence West 16.3 feet; thence on a 45° deflection to the left a distance of 155.0 feet; thence on a 45° deflection to the right a distance of 16.3 feet to an existing easement. Also a temporary construction easement lying 50 feet on either side of the above described line.

The scope and purpose of this easement is for the construction, repair, maintenance, replacement and renewal of a water line. The grantee and its contractors 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 water 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 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.

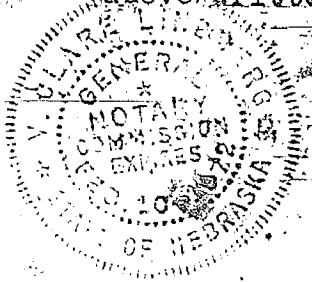
James J. Kleager  
James J. Kleager

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.



*V. J. Clark*  
Notary Public

RECEIVED

1968 AUG 26 PM 2:09

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

RECEIVED  
DOUGLAS COUNTY

Entered in Numerical  
Index of Record in the office of the Register of  
Deeds of said County and recorded in

Book 467 of MISC

Page 501

*Thomas J. O'Connor*  
Register of Deeds

By \_\_\_\_\_  
Deputy

10-14-12  
Fee \$300

10-14-12

G. J. Warren

332 Apple Court