

AGREEMENT

THIS AGREEMENT made and entered into on this 22 day of August, 1962, by and between CHARLES M. BONNIWELL and Helga M BONNIWELL, husband and wife, of Omaha, Nebraska, hereinafter referred to as Parties of the First Part, and THOMAS R. KARMANN and ELNORA B. KARMANN, husband and wife, of Omaha, Nebraska, hereinafter referred to as Parties of the Second Part,

## WITNESSETH:

WHEREAS, the said Parties of the Second Part are the owners of a certain parcel of land adjoining the land of the Parties of the First Part, and the legal description of the land owned by the Parties of the First Part is as follows, to-wit:

- ✓ The irregular North 407.77 feet of the irregular West 408.3 feet of the North One-Half of the Southeast Quarter (N 1/2 SE 1/4) of Section Thirteen (13), Township Sixteen (16), Range Twelve (12), East of the 6th P.M., in Douglas County, Nebraska, and

WHEREAS, the said Parties of the Second Part are going to receive water service from the Country Squire Estates Utility Corporation; and

WHEREAS, in order to receive such service it is necessary for a water line to be constructed and maintained from the property presently owned by the Parties of the Second Part across and over the land of the Parties of the First Part, above described; and

WHEREAS, the property of the Parties of the Second Part is described as follows, to-wit:

That part of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Sixteen (16), Range Twelve (12) East of the 6th P.M., Douglas County, Nebraska, described and bounded as follows: Beginning at the intersection of the North line of the SE 1/4 of Section 13-16-12, and the Westerly right of way line of Road 36 Nebr., said point being 758.2 feet East of the Northwest corner of said SE 1/4 of Section 13-16-12; thence West on said North line 98.2 feet; thence on an angle of 58°35' left, a distance of 285.0 feet; thence on an angle of 90°00' left, a distance of 170.7 feet; thence on an angle of 19°41' left, a distance of 195.2 feet; thence on an angle of 75°10' left, a distance

of 82.4 feet; thence on an angle of 52°00' left, a distance of 212.1 feet; thence on an angle of 64°04' right, a distance of 50 feet to a point on the Westerly right of way line of Road 36 Nebr., 96.3 feet Southeasterly (Chord distance) from the point of beginning; thence Northwesterly on the Westerly R.O.W. of said Road 36, 96.3 feet (Chord distance) to the point of beginning and containing 2.175 acres, in Douglas County, Nebraska; and

WHEREAS, the said Parties of the First Part and Parties of the Second Part have agreed to the construction of said water line over and across the above described land and have agreed to a perpetual easement over and across said land for the purpose of maintaining, repairing and keeping in good condition and repair the water line referred to above;

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and promises of the parties, it is agreed and understood as follows:

1. That the said Parties of the Second Part, their heirs, executors, administrators or assigns, shall have a perpetual easement over and across the following described land, to-wit:

The irregular North 407.77 feet of the irregular West 408.3 feet of the North One-Half of the Southeast Quarter (N 1/2 SE 1/4) of Section Thirteen (13), Township Sixteen (16), Range Twelve (12), East of the 6th P.M., in Douglas County, Nebraska,

for the purpose of constructing, erecting, maintaining and keeping in good and adequate condition and repair a water line that traverses the said above described property.

2. That this easement across the land above described in Paragraph 1 shall be a perpetual easement and that this covenant shall run with the land and shall be binding upon the successors in title to the Parties of the First Part, and shall inure to the benefit of the successors in title to the Parties of the Second Part, and the Parties of the Second Part shall at all times have the right to an easement across the above described land for the purposes heretofore mentioned.
3. That the Parties of the First Part shall in no manner destroy or injure or cause to be put out of service the water line of the Parties of the Second Part that traverses the land above described.

4. The Parties of the Second Part shall be solely liable for all maintenance of the water line and for any and all repairs to the water line above described.

IN WITNESS WHEREOF, we have set our hands and seals the day and date above indicated.

Charles M. Bonniwell

Helga M. Bonniwell  
Parties of the First Part

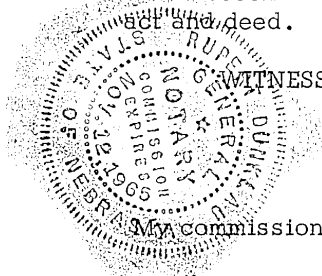
Thomas R. Karmann

Mrs. Elvora B. Karmann  
Parties of the Second Part

State of Nebraska )  
                          ) ss.  
County of Douglas )

On this 10<sup>th</sup> day of September, 1962, before the undersigned, a Notary Public in and for said County, personally appeared THOMAS R. KARMANN and ELNORA B. KARMANN, husband and wife, personally known to me and known to me to be the identical persons whose names are affixed to the foregoing instrument as Parties of the Second Part, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last aforesaid.



Rupert D. Dunlap  
Notary Public

My commission expires 11-12-65.

State of Nebraska )  
                          ) ss.  
County of Douglas )

On this 5<sup>th</sup> day of September, 1962, before the undersigned, a Notary Public in and for said County, personally appeared CHARLES M. BONNIWELL and Helga M. BONNIWELL, husband and wife, personally known to me and known to me to be the identical persons whose names are affixed to the foregoing instrument as Parties of the First Part, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last aforesaid.



Anna B. Conroy  
Notary Public

My commission expires 3/24/64

BY SAID PARTIES AND WITNESSES

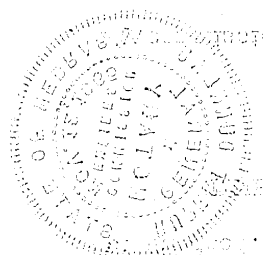
NOTARY PUBLIC



*[Handwritten signature]*

to be the same as the said deed.  
 known to me to be the identical persons whose names are written in the foregoing  
 in and for said County, Nebraska, appeared CHARLES W. DOMINAY and  
 on the 21<sup>st</sup> day of August, 1962, before me, Notary Public,  
 September.

County of Douglas )  
 State of Nebraska )



NOTARY PUBLIC

*[Handwritten signature]*

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 known to me to be the identical persons whose names are written in the foregoing  
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 September.

County of Douglas )  
 State of Nebraska )

20 mail

RECEIVED

1962 SEP 12 PM 3 31

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

THE STATE OF NEBRASKA

County of Douglas  
 for Record in Abstract Index and filed  
 in Book of said County and recorded in  
 Book 386 of Abstracts  
 Page 424

*[Handwritten signature]*

Norman DeMunnberg  
680 Insurance Bldg

13-16-12 6 25

12-16-12