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STATE OF NEBRASKA COUNTY OF WASHINGTON)88
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 THIS 29th DAY OF November A.D. 2005
 AT 8:45 O'CLOCK A. M AND RECORDED IN BOOK
477 AT PAGE 181-182
 COUNTY CLERK Charlatti & Peterson
 DEPUTY Karen Madson

Recorded ✓
 General ✓
 Numerical ✓
 Photostat ✓
 Proofer ✓

05 NOV 29 AM 8:45

CHARLOTTE L. PETERSEN
 WASHINGTON COUNTY, CLERK
 BLAIR, NEBR.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Donnie S. Sperling and Ardeth C. Sperling, husband and wife, herein referred to as Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Village of Arlington, Washington County, Nebraska, a Nebraska Municipal Corporation, herein referred to as Village, and to any public or private utility company, and to their successors and assigns and easement for the right to construct, maintain or operate utility lines, pipes, wires and all accessories and appurtenances thereto in, through, and under or over the tract of land described as follows, to wit:

A 15-foot wide permanent easement over, under and across the property owned by the Grantors and legally described as:

The east 15 feet of Lot 3, Block 3, White Feathers Subdivision of the Village of Arlington, Washington County, Nebraska.

TO HAVE AND HOLD UNTO SAID VILLAGE, and any public or private utility company, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating, or repairing said utility at the will of the Village, and any public or private utility company, their successors and assigns. The Grantors may, following construction of said utility, continue to use the surface of the easement strip conveyed hereby for other purposes, including street and road purposes, subject to the right of the Village and any public or private utility company, their successors and assigns to use the same for the purposes expressed.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no buildings, improvements, or other structures, shall be placed in, on, over, or across said easement strip by Grantors, their successors and assigns, without the express approval by the Village and any public or private utility company, their successors and assigns. Grantors may use the surface for street and roadway purposes. Improvements, which may be approved by the Village, and any public or private utility company, their successors and assigns, include landscaping. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantors, their heirs, successors or assigns; however, damage to, or loss of, such landscaping will not be compensated by the Village an any public or private

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utility company, their successors and assigns when exercising its rights of inspecting, maintaining or operating said utility line.

2. That the Village and any public or private utility company, their successors and assigns may construct, maintain, operate or repair said utility line within the permanent easement area described above.

3. This easement is also for the benefit of any contractor, agent, employee, or representative of the Village and any public or private utility company, their successors and assigns in any of said construction and work.

4. That Grantors for themselves and heirs, personal representatives, executors and administrators do confirm with said Village and any public or private utility company, their successors and assigns, that they, the Grantors, are well seized in fee of the above-described property and they have the right to grant and convey this easement in the manner and form aforesaid, and that their, heirs, personal representatives, executors and administrators, shall warrant and defend this easement to said Village and any public or private utility company, their successors and assigns against the lawful claims and demands of all persons. This easement is permanent and runs with the land.

IN WITNESS WHEREOF, this Easement has been executed by Grantors on the 16 day of September, 2005.

Donnie E. Sperling
Donnie E. Sperling, Grantor

Ardeth C. Sperling
Ardeth C. Sperling, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF WASHINGTON)

On the 16 day of September, 2005, before me, a Notary Public, in and for said county, personally came Donnie E. Sperling and Ardeth C. Sperling, husband and wife, personally known to me to be the identical persons where names are affixed to the above instrument and acknowledged the execution thereof to be their voluntary act and deed.

Cheryl A. Mastin
Notary Public

