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Lancaster County, NE Assessor/Register of Deeds Office EASE  
Pages 2



Handwritten initials or signature

West A St Sanitary Sewer Project, 700430

## EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That **EASTERN NEBRASKA BAPTIST ASSOCIATION**, herein called "*Grantor*", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100 DOLLARS, (\$2,662.00)**, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, its successors and assigns, herein called "*Grantee*", the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain, operate, and replace sanitary sewer, under the following described real property ("the premises"), to-wit:

The north 85.00 feet of the west 50.00 feet of Lot 222, Irregular Tract located in the Northwest Quarter of Section 34, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, containing 4,259.5 square feet, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such sanitary sewer shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said sanitary sewer and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose except the construction thereon of permanent buildings, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

Immediately following construction, reconstruction, maintenance or replacement of the sanitary sewer, ("installation/maintenance operations") Grantee shall remove all debris, surplus material and construction equipment and restore the premises and/or Grantor's property adjacent thereto shall be repaired and restored to a condition fully equal to that existing before installation/maintenance operations were commenced. It is further understood and agreed that the premises shall be used for maintenance operations, not for the parking, storage or servicing of construction equipment.

That in the event fences, driveway or buildings of the Grantor are removed or damaged by the Grantees, and/or Grantee's agents or assigns during installation/maintenance operations, the Grantee will cause the said improvement on the Grantor's property to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

Charge to PUU, Return  
to Jennie, Real Estate

That immediately following completion of installation/maintenance operations, the Grantee will cause the restoration of smooth surface contours to a condition fully equal to that existing before construction operations were commenced.

That Grantee shall assume and pay and indemnify and hold Grantor harmless from all recording fees, transfer taxes, documentary stamps, costs associated with evidence of title, surveys, legal descriptions, all fees, penalties and expenses incidental to the easement conveyed herein and all liability and damages arising from or relating to the use by Grantee of the easement conveyed herein except as may result from the negligence or wrongful acts of Grantors.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

The undersigned authorized representative of the Association hereby executes said easement on behalf of the Association.

IN WITNESS WHEREOF, we have hereunto set our hands this 30 day of Aug, 2008

EASTERN NEBRASKA BAPTIST ASSOCIATION

By: [Signature]  
Title: Moderator

STATE OF Nebraska )  
COUNTY OF Douglas ) ss:

On August 30, 2008, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Jim Hayes, known to me to be the Moderator of **Eastern Nebraska Baptist Association**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



[Signature]  
Notary Public