

2823

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That Victor G. Schmieding, a single man herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of Five Hundred Fifty and No/100 Dollars (\$ \$550.00), 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 a sanitary sewer, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of the Northwest Quarter of the Southeast Quarter (NW1/4 of SE1/4) of Section 6, Township 10 North, Range 7 East of the Sixth Principal Meridian in the City of Lincoln, Lancaster County, Nebraska, more particularly described as follows:

The east 70.0 feet of that portion of the said Northwest Quarter lying northwesterly of the west right of way line of the Chicago and Northwestern Railroad, containing a total area of 24,965.5 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.

And in addition to the right, privilege and easement hereinbefore granted, the said Grantor does hereby also GRANT, REMISE, and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction of the above described sanitary sewer for the accommodation of construction

equipment, materials and excavated earth, the following described real property, to-wit:

All of the remaining portion of the said Northwest Quarter lying northwesterly of the west right of way line of the Chicago and Northwestern Railroad.

provided, however, that wherever possible the Grantee shall maintain a five-foot wide clear space adjacent to the exterior walls of any and all permanent buildings within the above described property.

As a further consideration of this grant, the Grantee covenants and agrees as follows:

1. That immediately following the initial construction hereinabove referred to, Grantee will cause to be removed from the property hereinabove described all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition. Surplus excavated earth will be mounded neatly over the trench to a depth not exceeding twelve inches, or used for filling and leveling on the premises, or hauled away at the option of Grantor.

2. That in the event fences, driveways or permanent buildings of Grantor are removed or damaged by Grantee's agents during the initial construction, Grantee will cause the said improvements on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

3. That following completion of construction, Grantee will cause the prompt restoration to smooth surface contours and neat condition any portion of the trench which may have settled.

4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said real property as may lie outside the boundaries of the aforesaid permanent easement shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the sanitary sewer hereinabove mentioned, and the performance by Grantee of the conditions and covenants herein set out. 4-A. The Grantor shall be permitted to "tap" any manhole appurtenant to the said sanitary sewer constructed in connection therewith and to which the Grantee shall have authority to grant such "tap".

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.

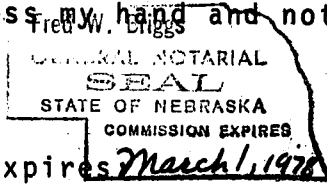
IN WITNESS WHEREOF, we have hereunto set our hands this
day of January, 1925.

Victor G. Schmieding
Victor G. Schmieding

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On January 20, 1975, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Victor G. Schmeiding, a single man to me known to be the identical person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the execution thereof to be his, her, or their voluntary act and deed.

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



Fred W. Briggs
Notary Public

My Commission Expires March 1, 1976

INDEXED
MICRO-FILED
GENERAL
7/12-39
M

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1975 MAR -6 PM 2:09

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 75- 2823

\$0.25

City Mead