

STATE OF NEBRASKA } ss
SALINE COUNTY

Entered in numerical index and filed on
record, the 7 day of September
20 05 at 9:00 o'clock A.M. and recorded
in Book 341 of Records Page 609-610

From, Chg. and Return to:
City of Crete
P. O. Box 86
Crete, NE 68333-0086
Fee: \$10.50 Chg.

PERMANENT EASEMENT

Philip J. Papp
County Clerk

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, Robert D. Muckel and Jean M. Muckel, husband and wife, hereinafter called Grantor, does hereby grant, sell and convey to the City of Crete, Saline County, Nebraska, a municipal corporation, hereinafter called Grantee, its successors and assigns, a permanent easement, right-of-way, privilege and authority to construct, reconstruct, maintain, and repair and operate electric power systems, cable systems, including, but not limited to, television, telephone and telegraph lines, signal and control circuits; and sewer lines and water lines; and natural gas lines and all appurtenances thereto, a 15 foot permanent easement, located in the City of Crete, Saline County, Nebraska, more particularly described as follows, to-wit:

The east 15 feet of Lot 8, Block 1, Parkers 1st Addition to the City of Crete, Saline County, Nebraska.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such utility easement shall be maintained with the necessary ingress to and egress from the premises, for the purpose of construction, maintenance, repair or replacement, inspection and use, and the right to fill in and level any place within said easement to maintain a proper grade. Grantee shall have the right to remove or abandon in place said utility easement at will, in whole or in part.

This easement is subject to all valid and existing contracts, releases, liens and encumbrances which may affect the said property, but without covenant by Grantor against the existence thereof.

Grantor further expressly waives any and all damages which it, its successors or assigns, may accrue as a result of placing and maintaining said roadway and utility easements on said premises, except that Grantee agrees to restore said premises as nearly as possible to the same condition it was prior to the construction of utility easements, during the term of this easement, subject, however, to fill work with dirt which is expressly granted herein.

Grantor agrees that it will place no permanent buildings, trees, retaining walls or loose rock walls, fences or structures of any kind on said easement, and any structure so placed by Grantor shall be removed, if necessary, by Grantee herein and shall not be replaced or

restored by Grantee or at its expense.

All covenants and agreements herein contained shall extend to and be binding upon the parties, their successors and assigns hereto.

IN WITNESS WHEREOF, Grantor has signed this easement this 25th day of Aug., 2005.

ROBERT D. MUCKEL

JEAN M. MUCKEL

Robert D. Muckel

Jean M. Muckel

STATE OF NEBRASKA)
) SS.
COUNTY OF SALINE)

On this 25th day of Aug., 2005, before me, a Notary Public, personally came Robert D. Muckel and Jean M. Muckel, husband and wife, personally known to me to be the identical persons whose name are affixed to the above easement, and acknowledged the execution thereof to be their voluntary act and deed.

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

Nancy J. Pohl
NOTARY PUBLIC

