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

HSIP-5205(1), S. Coddington Ave & W. Van Dorn St., T.C. 702661 Tract 2

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That JANET L. LOPER, a single person, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED SEVENTY AND NO/100 DOLLARS, (\$1,870.00), 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 <u>storm sewer/drainage</u>, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of Lot 3, Block 1, Green Acres, Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; thence N 2°13'08.27" W, along the West line of said Lot 3, a distance of 19.65 feet; thence S 89°46'58.15" E, a distance of 116.67 feet; thence N 76°48'29.10" E, a distance of 100.32 feet; thence N 88°43'37.77" E, a distance of 167.06 feet; thence N 19°34'56.80" E, a distance of 26.93 feet; thence N 33°19'07.37" E, a distance of 43.01 feet to a point on the East line of said Lot 3; thence S 2°13'08.27" E, along said East line, a distance of 60.00 feet; thence S 29°25'33.97" W, a distance of 37.69 feet to a point on the South line of said Lot 3; thence S 87°56'00.45" W, along said South line, a distance of 397.32 feet to the Point of Beginning, containing an area of 11,988.77 square feet, (0.28 acres), more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such <u>storm sewer/drainage</u> 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 <u>storm sewer/drainage</u> 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.

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 5 day of January

20 1. 7

STATE OF June 1

Set of Country OF June 1

The foregoing instrument was acknowledged before me on the 5 day of January

The foregoing instrument was acknowledged before me on the 5 day of January

Notary Public No