

After recording return to:

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551 North Linden
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REGISTER OF DEEDS
SAUNDERS CO. NEBR.

99 OCT 22 AM 8:59

BOOK 233 PAGE 1031

OF CW INST# 312

Maly

2331031

**TEMPORARY
RIGHT OF WAY EASEMENT**

Gaylen R. Maly and Roxanne Maly, husband and wife, Grantor, whether one or more, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, and in consideration of the conditions hereinafter stated, does hereby grant and convey unto the City of Wahoo, Saunders County, Nebraska, a political subdivision of the State of Nebraska, whether one or more, its successors and assigns, the following:

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A 30.00 FOOT TEMPORARY EASEMENT FOR THE CONSTRUCTION OF A SANITARY SEWER MAIN WITH APPURTENANCES AND ACCESSORIES, LOCATED IN SECTION 10, TOWNSHIP 14 NORTH, RANGE 7 EAST OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE S89°55'19"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 180.68 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE AND THE EAST LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 224, PAGE 653; THENCE N29°04'01"W ON SAID EAST LINE, A DISTANCE OF 3533.57 FEET; THENCE S60°55'59"W PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 110.00 FEET; THENCE S29°04'01"E PARALLEL WITH SAID EAST LINE, A DISTANCE OF 297.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE S29°04'01"E PARALLEL WITH SAID EAST LINE, A DISTANCE OF 868.82 FEET; THENCE S89°02'16"W, A DISTANCE OF 34.01 FEET; THENCE N29°04'01"W PARALLEL WITH SAID EAST LINE, A DISTANCE OF 868.82 FEET; THENCE N89°02'16"E, A DISTANCE OF 34.01 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.50 ACRES MORE OR LESS.

Conditions:

- 1) Grantee shall have the right to utilize the above-described real estate for the construction of the aforementioned.
- 2) Grantor shall have the right of ingress and egress across the above-described real estate for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- 3) Grantor, Grantor's heirs, personal representatives, successors and assigns, covenant that at no time will any buildings, structures, pipelines or other property, except walks or driveways, be erected, constructed, used or placed on or below the surface of said above-described real estate.
- 4) Grantee shall restore the surface of the soil excavated for any purpose hereunder to the original contour thereof as near as may be possible, and to repair and replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be possible.
- 5) Grantee shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor

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and the Grantee agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the construction of the aforementioned.

6) Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that Grantor's heirs, personal representatives, successors and assigns, shall warrant and defend the same, and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest, prior to or contrary to this conveyance.

7) Said temporary right-of-way easement shall terminate upon the completion of the construction of the aforementioned items.

DATED: October 12, 1999.

Gaylen R Maly
Gaylen R Maly

Roxanne Maly
Roxanne Maly

STATE OF NEBRASKA)
)ss.
COUNTY OF SAUNDERS)

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The foregoing instrument was acknowledged before me on the 12th day of October, 1999, by Gaylen R. Maly and Roxanne Maly, husband and wife.

Dianne M Mahrt
Notary Public

