

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Earl R. Taylor, Hazel T. Petersen, Edin E. Taylor and Bertha W. Taylor record owner of the real property hereinafter described, for and in consideration of the sum of One and no/100 Dollars (\$1.00), duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain, operate and replace a 12 inch diameter sanitary sewer and appurtenances thereto belonging, over and through the west 10.0 feet of the east 231.0 feet of Lot 48 of Irregular Tracts in the Northeast Quarter of Section 28, Township 10 North, Range 7 East of the Sixth Principal Meridian, in the City of Lincoln, Lancaster County, Nebraska.

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 the 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 the grantee to use the same for the purposes herein expressed, and 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 12 inch sanitary sewer for the accommodation of construction equipment, materials and excavated earth, the following described property, to-wit:

The west 100.0 feet of the east 276.0 feet of said Lot 48 of Irregular Tracts.

provided, however, that wherever possible, the grantees 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 herein agrees as follows:

1. That, immediately following the initial construction hereinabove referred to, the 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 the grantor.
2. That, in the event that fences, driveways or permanent buildings of the grantor are removed or damaged by the grantee's agents during the initial construction, the 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, the 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 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 the grantee of the conditions and covenants herein set out.

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.

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IN WITNESS WHEREOF, we have hereunto set out hands this 8th day of August, 1966.

Earl R. Taylor

Eldin E. Taylor

Hazel J. Petersen

Berthall Taylor

ATTEST:

CITY OF LINCOLN, NEBRASKA

Harold W. [Signature]
City Clerk

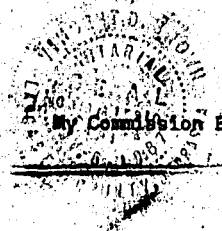
Sheela B. [Signature]
Acting Mayor



STATE OF NEBRASKA }
COUNTY OF LANCASTER } 88

On this eight day of July, 1966, before me the undersigned duly commissioned and qualified authority in and for said county and state, personally came Earl R. Taylor, a single man, Hazel J. Petersen, a nonresident, and Eldin E. Taylor and Bertha W. Taylor, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



[Signature]
Notary Public

My Commission Expires: November 6, 1967.

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LANCASTER COUNTY NEBRASKA
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[Signature]
REGISTER OF DEEDS

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[Signature]