

Easement
Victor A Miller et al
to
City of Lincoln

State of Nebraska)
) ss
Cass County)

Entered on numerical index and filed for record in Register of
Deeds office the 20 day of May 1954 at 8:20 o'clock A. M. in
Book 5 on page 57

Fee \$ 3.15

Lucille Horn Gaines
Register of Deeds

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Victor A. Miller and Mary Ellen L. Miller, husband and wife

of the County of Cass, State of Nebraska, owner of the real property hereinafter
described, for and in consideration of the sum of Four and no/100 -----

----- DOLLARS
per linear rod, receipt of One (\$1.00) Dollar of which consideration is hereby acknowledged and balance
of which is to be paid when and as the final location of water transmission main over and through the
lands hereinafter described shall be finally measured and determined, and the further consideration of
the conditions and performance of the covenants and agreements by the grantees, as hereinafter set out
and expressed, do hereby GRANT, REMISE and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal
corporation, its successors and assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct,
maintain and operate a water transmission main and appurtenances thereto, over and through the follow-
ing described lands and appurtenances thereunto belonging, including riparian rights, situated in the
County of Cass, State of Nebraska, to wit:

The west half of the northwest quarter of Section 14 and the east half of the
northeast quarter of Section 15, Township 12 North, Range 9 East of the Sixth Principal
Meridian

such RIGHT, PRIVILEGE and EASEMENT to be over and through and limited to a parcel thereof four rods
in width, and specifically described as follows running in a northeasterly-southwesterly
direction on said property for a distance of 144 rods, parallel with and adjacent
to the southern edge of the right of way of U.S. Highway No. 6.

TO HAVE AND TO HOLD unto said CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long
as such water transmission main, and appurtenances thereto shall be maintained, together with the
right of ingress and egress to said property from the public highways, for the purpose of construct-
ing, reconstructing, inspecting, repairing, maintaining and replacing said water transmission main
and appurtenances thereto located thereon, or the removal thereof, in whole or in part, at the will
of the grantee, it being the intention of the parties hereto that grantor is (are) hereby granting
the uses herein specified without divesting grantor of title and ownership of and the rights to
use and enjoy said above described premises, subject only to the right of the grantee to use the same
for the purposes herein expressed.

As a further consideration of this grant, the grantee herein agrees as follows:

- (1) That it will bury all line pipe upon said land to a sufficient depth so as not to inter-
fere with the normal cultivation of the soil, except blow-off and air relief structures.
- (2) That it will apy to grantor and to tenants, lessess and assigns, as interest
may appear any damages which have occurred or may arise to growing crops (including loss for the 1954
1954 crop year occasioned by reason of not planting the intended crop in the aforesaid four-rod area),
trees, shrubbery fences or buildings from the survey, construction maintenance or operation of said
water transmission main; also any subsequent damage that may occur to such items or to said farm pre-
mises of grantor from such construction, maintenance and operation; said damages, if not mutually
agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be
appointed by the grantor, one by the grantee, and the third to be selected by the two appointed
as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon
the parties hereto.

58

(3) That grantee will replace, rebuild, or restore any and all damaged parts of all well defined natural drainage and drainage systems, the damage to which shall be occasioned by the construction of said water transmission main under and through the above-described premises.

(4) If any part of the land legally described above, shall be enclosed by fence with other lands, and in use as pasture, then before commencing construction grantee shall move said fence so that such other land shall be completely enclosed and shall replace same in its original condition and no damage shall be claimed for damage to such fence.

(5) Earth backfill after the laying of the water transmission main shall be smoothed and leveled and a crown left over said main approximately one foot high.

(6) Grantor agrees to permit the construction, reconstruction, repair, maintenance and access from the public highways for servicing **no** blow-off and air relief structure on said water main, and grantee agrees to pay to grantor in addition to the foregoing considerations, the sum of \$ for each such structure.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit

MAY - 3 1954

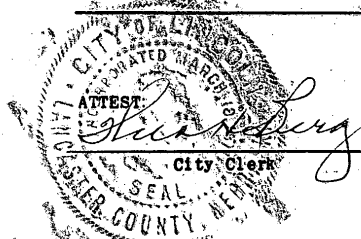
of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 19 day of April 1954 1953

Walter
Miller

Victor A. Miller

Mary Ellen L. Miller
Grantors



ATTEST
Walter
City Clerk

CITY OF LINCOLN, NEBRASKA

by *Benjamin*
Mayor

STATE OF NEBRASKA

COUNTY OF *Dawson*

On this 12th day of April 1954, 1953, before me, the undersigned, duly commissioned and qualified authority in and for said county and state, personally came Victor A. Miller and Mary Ellen L. Miller

husband and wife, who are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

(SEAL)

Walter
Notary Public

My Commission expires the 17 day of April 19 55.