

Dan Jolte

REGISTER OF DEEDS

1999 OCT 18 P 3:40

INST. NO 99

055968

\$15.50

BLOCK

CASE

FILED

INDEXED

RECORDED

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That DENNIS L. BUEL and MALINDA J. BUEL, husband and wife, as joint tenants with right of survivorship and not as tenants in common, herein called "Grantors," record owners of the real property hereinafter described, for and in consideration of the sum of Two Thousand Three Hundred Fifty-eight Dollars (\$2,358.00) duly paid, the receipt whereof is hereby acknowledged, and the Grantee, as hereinafter set out and expressed, do hereby grant, remise, and relinquish unto the CITY OF HICKMAN, NEBRASKA, a municipal corporation, its successors and assigns, herein called "Grantee," the right, privilege, and easement to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of sanitary sewer, and appurtenances thereto belonging, including manholes, over and through the following described real property, to wit:

A temporary construction easement composed of a portion of Lot 19, Irregular Tract, located in the Southeast Quarter of Section 28, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described on Attachment "A," which is attached hereto, incorporated herein, and made a part of this temporary easement.

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.
2. That in the event fences, driveways, or permanent buildings of the Grantors are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. The above payments shall cover all damages caused by the establishment and construction of the above project except for crop damage, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. Crop damage shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The Owner agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.
4. That prior to excavating any soil, the Grantee will remove the top twelve (12) inches of soil from the location to be excavated, and store said top soil on the property. Upon completion of construction, the Grantee will replace the top soil to its previous location. Following completion of construction, the Grantee will cause the prompt restoration to smooth surface contours and neat condition.
5. That the right, privilege, and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary 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.

City of Hickman

TEMPORARY EASEMENT
LOT 19 I.T.
LANCASTER COUNTY, NEBRASKA

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 19 I.T. LOCATED IN THE SOUTHEAST QUARTER(SE¼) OF SECTION 28, TOWNSHIP 8 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 19,; THENCE N00°00'00"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE¼ AND THE WEST LINE OF SAID LOT 19 A DISTANCE OF 31.90' TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00"E ALONG SAID WEST LINE A DISTANCE OF 190.00'; THENCE N90°00'00"E ALONG A LINE THAT IS 254.90' NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SE¼ A DISTANCE OF 413.49'; THENCE S00°00'00"E ALONG A LINE THAT IS 413.49' EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 19 A DISTANCE OF 150.00'; THENCE N90°00'00"E ALONG A LINE THAT IS 104.90' NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SE¼ A DISTANCE OF 196.00'; THENCE N00°00'00"E A ALONG A LINE THAT IS 200' WEST OF AND PARALLEL TO THE WEST LINE OF LOT 18 LOCATED IN SAID SE¼ A DISTANCE OF 150.00'; THENCE N90°00'00"E ALONG A LINE THAT IS 254.90' NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SE¼ A DISTANCE OF 200.00' TO A POINT ON THE WEST LINE OF SAID LOT 18; THENCE S00°00'00"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 190.00'; THENCE N90°00'00"W ALONG A LINE THAT IS 64.90' NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SE¼ A DISTANCE OF 809.49' TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.86 ACRES MORE OR LESS.

ATTACHMENT A

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