

PIPELINE EASEMENT

T-15(L)

KNOW ALL MEN BY THESE PRESENTS:

That Laurel E. Schlaphoff, Trustee, herein called "Grantor," whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and Other Valuable Consideration----- (\$ 1.00 OVC---), duly paid, the receipt whereof is duly 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," as follows:

The permanent right, privilege, and easement to construct, reconstruct, maintain, inspect, operate, and replace water transmission pipelines and all other subsurface pipelines, and fitting, protective devices, and all other underground and above-ground appurtenances thereto belonging, on, under, across, above, and through the following described real property, to wit:

A strip of land 60.0 feet in width through a portion of Lot Six (6), an Irregular Tract located in the Northwest Quarter (NW1/4) of Section Twenty-Two (22), Township Eleven (11) North, Range Eight (8) East of the Sixth (6th) Principal Meridian, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of said NW1/4; thence east along the south line of said NW1/4 a distance of 50.0 feet to the point of beginning, said point being the southwest corner of said Lot 6; thence continuing east along the south line of said Lot 6 a distance of 23.96 feet; thence northeasterly along a line which deflects 23 degrees 53 minutes 35 seconds left a distance of 1,362.77 feet to the intersection with the east line of said Lot 6; thence north along the east line of said Lot 6 a distance of 65.58 feet; thence southwesterly along a line which deflects 113 degrees 49 minutes 30 seconds left a distance of 1,388.98 feet to the intersection with the west line of said Lot 6; thence south along the west line of said Lot 6 a distance of 54.96 feet to the point of beginning, containing an area of 83,210.95 square feet, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such water transmission pipeline or its appurtenances shall be maintained, together with the right of ingress and egress to said property for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating, and replacing said water transmission pipelines and other subsurface pipelines and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee.

Grantee shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, trim, and clear away any trees, rocks, shrubs, roots, limbs, or other surface or subsurface materials which now or at any future time are located on, overhang, or extend onto the easement area and which interfere with or jeopardize the activities or structures authorized to be conducted or installed by the terms of this easement.

It is 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 or structures or permanent or hard surfaces, subject only to the rights of the Grantee to use the same for the purposes herein expressed in accordance with the terms hereof, and subject to any prior leases or easements of record heretofore granted to other parties.

The Grantor shall not permanently or temporarily cut or excavate in the easement area greater than two (2) feet from the existing grade at the time of this instrument, and shall not permanently or temporarily fill greater than five (5) feet above the existing grade at the time of this instrument without prior written authorization from the Grantee. Any cut or fill by either Grantee or Grantor shall be as neatly contoured as reasonably possible to join the surrounding property.

Immediately following completion of any construction by Grantee in the easement area, Grantee will cause to be removed from the property hereinabove described all debris, all surplus material and construction equipment and restore the premises to a neat and presentable condition to the extent practical. Surplus excavated earth will be mounded neatly over the trench, or used for filling and leveling on the premises, or hauled away at the option of the Grantee. Grantee shall reseed all grass areas in the easement area where such grass is disturbed by the activities of Grantee, and shall restore drainage ways and terraces.

Grantee shall give Grantor or Grantor's successor in interest at least six months written notice of the intention to commence initial construction of any pipeline on the premises. Grantor shall be responsible for removal of any fence or other improvement from the easement area prior to Grantee's commencement of construction, and for replacement of such fence following completion of Grantee's construction. Any damage to crops of Grantor or any tenant resulting from the entry upon the property of Grantor for construction, maintenance, or repair purposes shall be paid to Grantor or Grantor's tenant at such time as such crops are damaged by Grantee, as determined by agreement of the parties or as determined by law.

Grantor will not place any building, permanent structure, water impoundment, or permanent improvement in the easement area described herein. This shall not restrict Grantor from repairing or maintaining buildings, structures, or improvements existing on the date hereof.

For the consideration of _____ (\$_____) in addition to the amount hereinabove stated, the receipt of which is hereby acknowledged, this easement shall include the permanent right, privilege, and easement to construct, reconstruct, repair, maintain _____ blow-off structures, _____ air structures, and _____ valve structures on and above the surface of the easement area, together with the right of reasonable access to such structures across the adjacent land of Grantor from public roads and streets and adjacent properties. All terms and conditions of this instrument shall fully apply and shall govern the rights granted by this paragraph.

Exhibit "A" is attached hereto for the purpose only of illustrating the approximate location of the easement area, surface structures, and access routes to and from the easement area.

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, lessees, successors, and assigns of the respective parties, and the easements, rights, obligations, and privileges of the Grantee created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure, or lack of use by the Grantee for any period of time.

IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of May, 1988.

ATTEST:

Witness C. W. Thomas

Grantor Laurel E. Schlaaphoff
Trustee

ATTEST:

City Clerk

Grantor
Mayor, City of Lincoln, Nebraska, Grantee

COVENANT AND AGREEMENT OF TENANT

IN CONSIDERATION of the sum of _____ (\$_____), receipt of which is hereby acknowledged, the undersigned tenant in possession of the land described in the above Pipeline Easement consents to and joins in such Easement, to the extent of his/her interest in the land described therein.

DATED this _____ day of _____, 19____.

Witness

Tenant

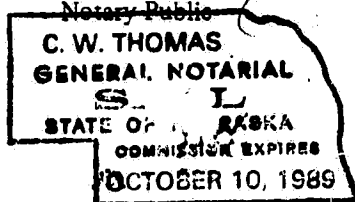
STATE OF NEBRASKA)
) ss:
LANCASTER COUNTY)

Before me, a Notary Public, qualified for said county, personally came Laurel E. Schlaaphoff, Trustee known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal on this 17 day of May, 1988.

C. W. Thomas

My Commission Expires: 10 OCT 88



STATE OF NEBRASKA)
) ss:
LANCASTER COUNTY)

Before me, a Notary Public, qualified for said county, personally came _____ known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

STATE OF NEBRASKA)
) ss:
LANCASTER COUNTY)

Befor
of the City of
foregoing insti
its corporate s
Witne
INDEXED
MICRO-FILED
GENERAL

LANCASTER COUNTY, NEBR.
Dan Gallo
REGISTER OF DEEDS

sonally came _____, Mayor
to me to be the Mayor and identical person who signed the
his/her voluntary act and deed of said corporation and that

1988 JUN -9 AM 8:00

\$10.50 _____, 19____.

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

Notary Public

My Commissio

INST.NO.88- 15851

City Real Estate
Return 500