

3616

E.D. 43078

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stonegate Manor, Inc.

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 hereby 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", the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain, operate, and replace a stormwater drainage facility, and appurtenances thereto belonging, over and through the following described real property, to-wit:

STORM WATER DRAINAGE EASEMENT

A storm water drainage easement across Lot 8, Thomas A. Stratton's Subdivision in the SE 1/4 of Section 12, T.10 N., R.6 E. of the 6th P.M., Lancaster County, Nebraska, described as follows:

Commencing at the centerline intersection of North 27th Street and Fairfield Street and extending thence N.90°-00'-00" W. on the centerline of Fairfield Street, 275.52 feet;

thence S. 0°-00'-00" W., 250.70 feet to a point on the north line of said Lot 8, the point of beginning;

thence S.78°-00'-00" W., on said north line, 120.00 feet;

thence N.77°-00'-00" W., 235.49 feet to a point on a circular curve to the left having a central angle of 47°-00'-51", a radius of 110.00 feet, and whose chord bears S.53°-29'-35" E.;

thence on the arc of said circular curve, 90.26 feet;

thence S.79°-04'-09" E., 138.48 feet;

thence N.79°-52'-33" E., 147.83 feet;

thence N.12°-00'-00" W., 25.00 feet to the point of beginning, containing 0.22 acres.

RECORDED IN NEBRASKA RECORDS
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TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such stormwater drainage facility 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 stormwater drainage facility and appurtenances thereto, located thereon, in whole or in part, at the will of 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 Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

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.

CE ON 10/11

