

26487

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Stonegate Manor, Inc., a Nebraska corporation, herein called "Grantor", whether one or more, owner of certain real property described as:

A part of Lot Eight (8) of Thomas A. Stratton's Subdivision in the Southeast Quarter (SE1/4) of Section 12, Township 10 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

for and in consideration of the sum of One and No/100 Dollar and Other Valuable Consideration (\$1.00 & OVC), duly paid, the receipt whereof is hereby acknowledged, 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, repair, and replace municipal utilities, including sanitary sewers, storm sewers, drainage facilities, water service, and electrical lines under, over and through the following described real property, to-wit:

Commencing at a point 994.63 feet south of the northeast corner of said Section 12; thence west and on a line parallel to the north line of said Southeast Quarter a distance of 33.0 feet to a point which is the northeast corner of said Lot 8; thence westerly along the north line of said Lot 8 a distance of 122.68 feet to the point of beginning; thence continuing southwesterly along the north line of said Lot 8 a distance of 153.35 feet; thence southerly along a line 270.0 feet west of and parallel to the east line of said Lot 8 a distance of 107.98 feet; thence easterly along a line 1,160.0 feet south of and parallel to the north line of said Southeast Quarter a distance of 150.0 feet; thence northerly along a line parallel to the east line of said Lot 8 a distance of 139.86 feet to the point of beginning, containing 0.43 acres, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as any of such municipal utilities 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 any of said utilities and appurtenances thereto, located thereof, 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 Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

The Grantor and Grantee further mutually agree that:

- 1) The Grantee shall hold the City harmless for any and all damages caused by, resulting from, or arising out of any changes in quantity or velocity of storm waters and materials discharged onto or across Grantor's property from the property located north of Fairfield Street;
- 2) The City agrees to prepare and submit to the owners cost estimates relating to (a) the paving assessment to be proposed against the property owned by the Grantor for Paving District No. 2308; and, (b) construction of a low flow liner and closed conduit in the subject drainage ditch. It is understood that these cost estimates are given for information only and it is recognized and agreed that the City cannot guarantee what the ultimate assessment or construction costs may be and are making no representations to the Grantor in that respect;
- 3) The excavation of the drainage ditch shall be included as an item in the contract for construction of Paving District No. 2308;
- 4) If the owners elect to enclose the subject ditch, the City agrees at that time to reduce the width of the permanent easement granted to it to a width of 30.0 feet, within the boundaries of the previously described permanent easement as mutually agreed upon;

5) The Grantor shall be entitled to receive any excavated earth from the ditch not needed for the construction of Paving District No. 2308;

And the City agrees to place such excavated dirt at a site selected by the Grantor which is in the immediate area of excavation.

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.

IN WITNESS WHEREOF we have hereunto set our hands this 12th day of May, 19 78.

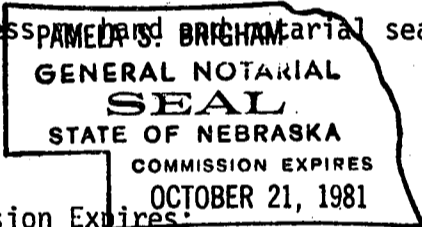
STONEGATE MANOR, INC.,
a Nebraska corporation

Samuel M. Zolot
by: Sam Zolot, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On May 12 1978, before me, the undersigned, a Notary Public duly commissioned and qualified for in said County, personally came Sam Zolot, President of Stonegate Manor, Inc., a Nebraska corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and official seal the day and year last above written.



Pamela S. Brigham
Notary Public

My Commission Expires:

LANCASTER COUNTY NE BR
Kenneth L. Ferguson
REGISTER OF DEEDS

1978 OCT -4 AM 8:38

\$6.25

INDEXED
MICRO-FILED
GENERAL

11-2-82
11-2-82

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 78- 26487

City Clerk