

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

3794
That Ed Barry, a widower,
herein called "Grantor", whether one or more, record owner of the
real property hereinafter described, for and in consideration of the
sum of fifty dollars
(\$ 50), duly paid, the receipt whereof is hereby acknow-
ledged, and the further consideration of the performance of the cove-
nants 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, re-
construct, maintain, operate and replace a sanitary sewer
and appurtenances thereto belonging,
over and through the following described real property, to-wit:

The east 25.0 feet of Lot Sixty-Four (64), Irregular Tract, located in
the Northwest Quarter (NW1/4) of Section 34, Township 10 North, Range 6
East of the Sixth Principal Meridian in the City of Lincoln, Lancaster
County, Nebraska, containing a total area of 6,595.4 square feet, more
or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA,
its successors and assigns, so long as such sanitary sewer
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 sanitary sewer
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.

And in addition to the right, privilege and easement
hereinbefore granted, the said Grantor does hereby also GRANT,
REMISE, and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, the
RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily,
during the initial construction of the above described
sanitary sewer for the accommodation of construction

equipment, materials and excavated earth, the following described real property, to-wit:

The west 15.0 feet of the east 40.0 feet of said Lot 64 Irregular Tract, containing a total area of 4,311.8 square feet, more or less.

provided, however, that wherever possible the Grantee shall maintain a five-foot wide clear space adjacent to the exterior walls of any and all permanent buildings within the above described property.

As a further consideration of this grant, the Grantee covenants and agrees as follows:

1. That immediately following the initial construction hereinabove referred to, 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. Surplus excavated earth will be mounded neatly over the trench to a depth not exceeding twelve inches, or used for filling and leveling on the premises, or hauled away at the option of Grantor.

2. That in the event fences, driveways or permanent buildings of Grantor are removed or damaged by Grantee's agents during the initial construction, Grantee will cause the said improvements on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

3. That following completion of construction, Grantee will cause the prompt restoration to smooth surface contours and neat condition any portion of the trench which may have settled.

4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said real property as may lie outside the boundaries of the aforesaid permanent 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 Grantee of the conditions and covenants herein set out.

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.

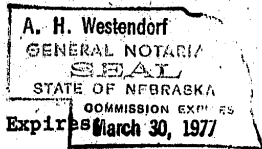
IN WITNESS WHEREOF, we have hereunto set our hands this
10 day of February, 1976.

Ed Barry
Ed Barry

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

Before me, a notary public qualified for said county, personally came Ed Barry, a widower, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on Feb 10, 1976.



A. H. Westendorf
Notary Public

My Commission Expires

INDEXED 6 1/2 - 643
MICRO - FILED *mrc*
GENERAL

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1976 FEB 27 PM 3:53

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 764 3794

\$9.25

City Clerk.