

E A S E M E N T

NOW ALL MEN BY THESE PRESENTS:

That Marvin E. Copple
 herein called "Grantor", whether one or more, record owner of the
 real property hereinafter described, for and in consideration of the
 sum of One and No/100 Dollars and Other Valuable Consideration
 \$ 1.00 & OVC), duly paid, the receipt whereof is hereby acknow-
 edged, 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:

A 30.0 foot wide permanent easement across Lot Seven (7), Irregular
 Tract, in the Southwest Quarter (SW1/4) of Section 3, Township 9
 North, Range 7 East of the Sixth Principal Meridian in Lancaster County,
 Nebraska, more particularly described as follows:

Commencing at the northwest corner of Lot 7, Irregular Tract, in the
 Southwest Quarter of Section 3, Township 9 North, Range 7 East of the
 Sixth Principal Meridian in Lancaster County, Nebraska; thence east
 along the north line of said Lot 7, Irregular Tract, a distance of 208.6
 feet to the point of beginning; thence southeasterly along a circular curve
 bearing to the left, whose initial tangent makes an angle of 109 degrees
 48 minutes 45 seconds with the last described course and whose central angle
 is 27 degrees 02 minutes 30 seconds and whose radius is 202.20 feet, an arc
 distance of 95.45 feet; thence continuing along the final tangent of the
 said circular curve in a southeasterly direction a distance of 1,348.07 feet;
 thence right 32 degrees 18 minutes from the last described course a distance
 of 200.8 feet to the point of termination, said point of termination lying on
 the south line of the Northeast Quarter, Southwest Quarter of said section
 and 842.02 feet west of the southeast corner of said Northeast Quarter, South-
 west Quarter.

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

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

Two 30.0 foot wide easements parallel to and abutting both sides of the easement herein described above.

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.

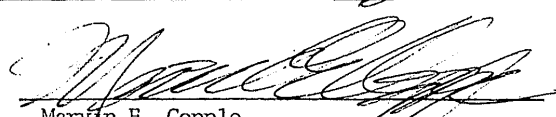
2. That in the event fences, driveways or permanent buildings of Grantor are removed or damaged by Grantee's agents during the initial construction, Grantee will cause the said improvements on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before 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 day of Nov, 1976


Marvin E. Copple

STATE OF Nebraska }
COUNTY OF Lancaster } ss.

On Nov 21, 1976, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Marvin E. Copple

to me known to be the identical person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the execution thereof to be his, her, or their voluntary act and deed.

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

Westendorf

W Westendorf
Notary Public

My Commission Expires: March 30, 1977

March 30

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, 19____, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came _____

to me known to be the identical person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the execution thereof to be his, her, or their voluntary act and deed.

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

Notary Public

My Commission Expires:

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, 19____, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came _____

to me known to be the identical person(s) whose name(s) is (are) affixed to the foregoing instrument and acknowledge the execution thereof to be his, her, or their voluntary act and deed.

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

Notary Public

My Commission Expires:

LANCASTER COUNTY NEBR.
Kimberly E. Ferguson
REGISTER OF DEEDS

1976 DEC 13 AM 8:31

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AB

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msd
INDEXED
MICRO-FILED
GENERAL

✓ \$9.25

INST. NO. 76- 29083

City Clerk