

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That DOBSON BROTHERS CONSTRUCTION COMPANY, a Nebraska Corporation, owner of the real property hereinafter described, for and in consideration of the sum of One and No Hundredths (\$1.00) Dollars duly paid, the receipt whereof is hereby acknowledged and the further consideration of the performance of the covenants and agreements by the grantee as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, its successors and assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain and operate a sanitary sewer and appurtenances thereto over and through the following described lands and appurtenances thereto belonging including riparian rights, situated in the County of Lancaster, State of Nebraska, to-wit:

A 20 foot strip of land whose center line is described as beginning at a point on the north line of Lot 9 irregular tract in the south half of Section 22, Township 10 north, Range 6 East of the 6th Principal Meridian, Lancaster County, Nebraska, Said point being 616 feet east of the northwest corner of said Lot 9 irregular tract thence in a southerly direction through Lot 9 and 115 irregular tract 616 feet east from and parallel to the west line of said Lot 9 and 115 to the south line of said Lot 115 irregular tract.

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 and replacing said sanitary sewer and appurtenances thereto located thereon, 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 the title and ownership of the rights to use and enjoy the above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

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 the above described real estate and occupy the same during the construction of the above described sanitary sewer for the accommodation of construction equipment, materials and excavated earth.

As a further consideration of this grant, the grantee herein agrees as follows:

1. That it will, immediately following the construction of the sanitary sewer hereinabove referred to and completion of the necessary backfill, remove from the lands hereinabove described, all debris, all surplus material and all 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 the grantor.

2. That in the event that fences, driveways or permanent buildings of the grantor are removed or damaged by grantees agents during the construction of the said sanitary sewer, the grantee will cause the said improvements on the lands hereinabove described to be repaired and restored immediately to a condition fully equal to that existing before construction operations were

commenced.

3. That during the one-year period immediately following completion of construction, the grantee will promptly restore 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 property as may lie outside the area needed in connection with the construction, inspection, repairing, maintaining and replacing of said sanitary sewer and appurtenances thereto shall cease and terminate immediately following completion of construction, final inspection and acceptance of the sanitary sewer hereinabove mentioned.

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 17 day of July, 1963.

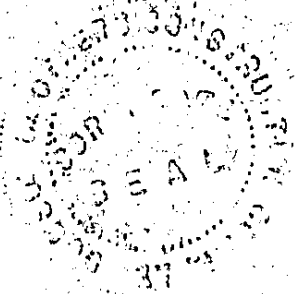
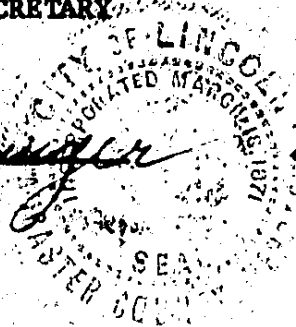
ATTEST:

[Signature]
SECRETARY

DOBSON BROTHERS CONSTRUCTION COMPANY
BY: [Signature]
PRESIDENT

[Signature]
CITY CLERK

[Signature]
MAYOR



STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS

On this 17th day of July, 1963, before me personally came Robert A. Dobson who being by me duly sworn did depose and say: that he resides in Lincoln, Neb., that he is the PRESIDENT of the DOBSON BROTHERS CONSTRUCTION COMPANY the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Edward Corns
NOTARY PUBLIC

My Commission Expires:

Oct. 15, 1967

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Sanitary Sewer Easement, executed by Dobson Brothers Construction Company, conveying an easement for sanitary sewer over a part of Lot 9, Irregular Tracts in the South Half of Section 22-10-6

INDEXED 64-44

GENERAL

Photo

Mayor's Executive Order No. 165, dated August 6, 1963

STATE OF NEBRASKA)
Lancaster County) ss.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the

7 day of AUGUST 19 63

at 2 o'clock and 2 minutes P M, and recorded in Book 93 of 1963.

at Dase: Kenneth L. Argentin
Shelton E. Wells Deputy

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