

## E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That JOHN MOHRHOFF and PAULINE MOHRHOFF, husband and wife, and WILLIAM SPADER and KOILA SPADER, husband and wife, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00), 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 electric power poles, wires, guys, and anchors and appurtenances thereto belonging, over and through the following described real property, to-wit:

The east sixty (60) feet of the north two hundred thirty-five (235) feet of Lot Seventy-One (71) of Irregular Tracts in the Southeast Quarter (SE 1/4) of Section 15, Township 10 North, Range 7 East of the 6th Principal Meridian, Lancaster County, Nebraska.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such electric power poles, wires, guys, and anchors 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 poles, wires, guys, and anchors 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.

As a further consideration of this grant, 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.
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. The Grantor reserves the right to excavate and remove soils and embankment from the property hereinabove described, providing such excavations or removals do not in any manner damage or weaken the lateral support of the electric substation poles, wires, guys, and anchors.

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.

