

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That Rudolph C. Trouba, Jr. and Vernetta M. Trouba, 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 Three Thousand Three Hundred and No/100 Dollars (\$3,300.00), 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 a storm sewer, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A strip of land 30.0 feet in width through a portion of Lot Sixty-Six (66), Irregular Tract, located in the Southwest Quarter (SW1/4) of Section 11, Township 10 North, Range 6 East of the Sixth Principal Meridian in the City of Lincoln, Lancaster County, Nebraska, more particularly described as follows:

The north 30.0 feet of the south 62.0 feet of the east 110.0 feet of said Lot 66, containing an area of 3,300.0 square feet, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such storm 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 storm 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 storm sewer for the accommodation of construction

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

A strip of land 75.0 feet in width through a portion of said Lot 66, more particularly described as follows:

The north 75.0 feet of the south 92.0 feet of the east 220.0 feet of said Lot 66, containing an area of 13,200.0 square feet, more or less.

Temp Construction Easement will be staked

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. *within*

Five Year
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 storm 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 _____, 19_____.

Rudolph C. Trouba Jr.

Rudolph C. Trouba, Jr.

Vernetta M. Trouba

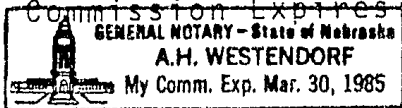
Vernetta M. Trouba

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On 02/22/83, 1983, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Rudolph C. Trouba, Jr. and Vernetta M. Trouba, husband and wife, 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.

A.H. Westendorf
Notary Public

My Commission Expires

A.H. WESTENDORF
My Comm. Exp. Mar. 30, 1985

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.

REGISTER OF DEEDS

1983 APR 14 AM 11:36

NUMERICAL INDEX
FILED FOR RECORD AS:

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