## Ashland Wellfield

## EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

A STATE OF THE STA

That City of Lincoln, Nebraska, a municipal corporation, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of Consideration (\$1.00 & OVC), 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 AT&T Communications of the Midwest, Inc., an Iowa corporation, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT for installation of lightguide cables, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A strip of land 16.5 feet in width across the East Half (E1/2) of Government Lots Six (6) and Seven (7), Section Nineteen (19), Township Thirteen North (T13N), Range Ten East (R10E) of the Sixth Principal Meridian (6th PM), Saunders County, Nebraska, being 8.25 feet in width on each side of the centerline described as follows:

Beginning at a point on the west line of said E1/2 of Lot 7, as conveyed to the City of Lincoln, Nebraska, by Quitclaim Deed dated June 16, 1932, and recorded July 9, 1932, on Page 394 of Deed Record Book 67, filed in the office of the Register of Deeds, Saunders County, Nebraska, said point being 1,112.1 feet, more or less, northerly from the southwest corner of said E1/2 of Lot 7; thence northeasterly 717.5 feet, more or less, to a point on the east line of said E1/2 of Lot 6, the terminus of said centerline being described, said point being 1,401.3 feet, more or less, northerly from the southeast corner of said Lot 7.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such installation of lightguide cables 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 installation of lightguide cables 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.

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

By:

Roland A. Luedtke, Mayor

Register of Deeds Off.
3-2 1987 at 25 M

Register of Deeds

By:

Register of Deeds

STATE OF Nebraska )
SOUNTY OF Lancaster )

On January 38, 1987, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Roland A. Luedtke, known to me to be the Mayor of City of Lincoln, Nebraska, a municipal corporation, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

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

GENERAL NOTARY - State of Mehraeke
LYNN M. FIEDLER
My Comm. Exp. Jen. 8, 1988

Notery Public

My Commission Expires:

## EASEMENT OVER GOVERNMENT LOTS 6 & 7 OF SECTION 19, TI3N, RIOE OF THE 6TH PM SAUNDERS COUNTY, NEBRASKA

