

National Guard of State of Nebraska

to

City of Lincoln, Nebraska

Filed: November 12, 1954 at 11:20 A.M.
Ned Swanson, Register of Deeds

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That the NATIONAL GUARD OF THE STATE OF NEBRASKA, owner and holder under grant from the United States of America, of the real property hereinafter described and referred to, for and in consideration of the mutual covenants herein contained, does 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 well field and appurtenances thereto upon and through the property of the Grantor, located in Sections 18, 19, 29, and 30, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, as is more particularly shown on the map which is attached hereto and made a part hereof by reference, being the property outlined in brown thereon, such right, privilege and easement to consist of the following:

- (a) The 16 inch and 20 inch water well collector pipe lines indicated on said map in red; and
- (b) Two water wells indicated on said map as 54-4 and 54-2; and
- (c) The electric power lines shown on said map in green,

to have and to hold unto said City of Lincoln, Nebraska, its successors and assigns, so long as such water well field and appurtenances thereto shall be maintained, together with the right of ingress and egress to said property for the purpose of constructing, reconstructing, inspecting, repairing, maintaining and replacing said water well property, 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 and the rights to use and enjoy the premises shown on said map, subject only to the right of the grantee to use the same for the purposes herein expressed.

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

1. That it will do all work on said premises in a workmanlike manner so as to interfere as little as possible with grantor's normal use of its premises.
2. That it will save grantor harmless from any liability for property damage or personal injury to third persons which may arise or grow out of said installation, operation or maintenance.
3. That grantee in its construction, operation and maintenance will preserve all well defined natural drainage and drainage systems on grantor's property.
4. The grantee recognizes the importance to the grantor of maintaining a water level sufficient at all times for the benefit of the two lakes situated on the premises and for the abundance of valuable trees and shrubs in the immediate area requiring water; in an effort to avoid the unnecessary lowering of said water level the grantee agrees:

(a) To operate its wells in the immediate locality furthest from said lakes and to operate the wells near the lakes only when the demands for water placed upon the grantee require said operation;

(b) To furnish the grantor pumping and distributing equipment to replenish water in said lakes and to water said trees and shrubs in the area of the grantor; (a) one eight-inch sand and gravel pump complete with necessary intake and outlet hose or piping, (b) one six-inch water pump with necessary intake and outlet hose or piping to include 900 feet of aluminum pipe and five sprinklers of appropriate size, both of said pumps to be diesel powered; said equipment to remain on grantors premises for its exclusive use when needed or required.

5. Grantee further covenants and agrees to construct and maintain access roads to said wells using so far as practicable presently established roads cooperating and contributing in the maintenance thereof and in gaining entrance to said reservation will use only the presently established main gate and road.

This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of October, 1954.

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NATIONAL GUARD OF STATE OF NEBRASKA

By Guy N. Henninger
Grantor

CITY OF LINCOLN, NEBRASKA

By Clark Jeary
Mayor

Approved

D. L. Erickson
Director of Parks, Public Property
and Improvements

Easement from National Guard of the State
of Nebraska for the Operation of a Well
Field in Sections 18, 19, 29 and 30,
Township 13 North, Range 10 East of the
6th P.M. Saunders County, Nebraska -

Approved Council Proceedings
October 11, 1954
Record 118 Page 567

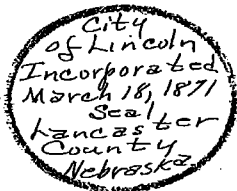
Lois M. James
Witness

ATTEST:

Theo. H. Berg
City Clerk

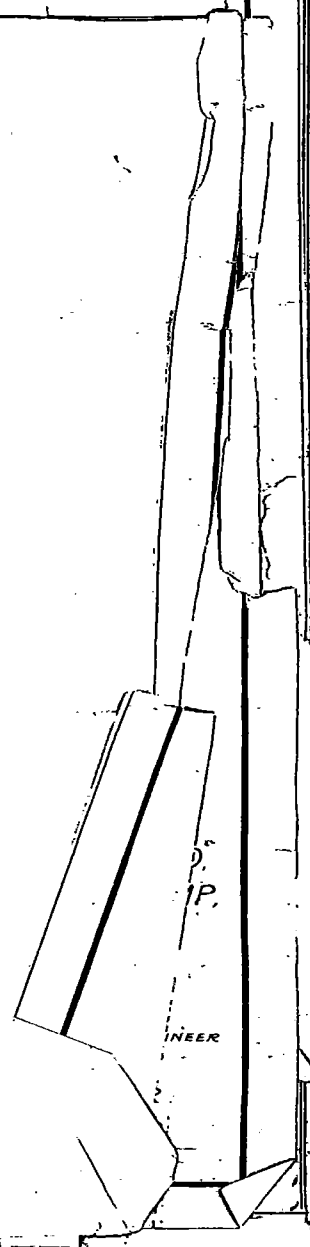
Approved as to Form

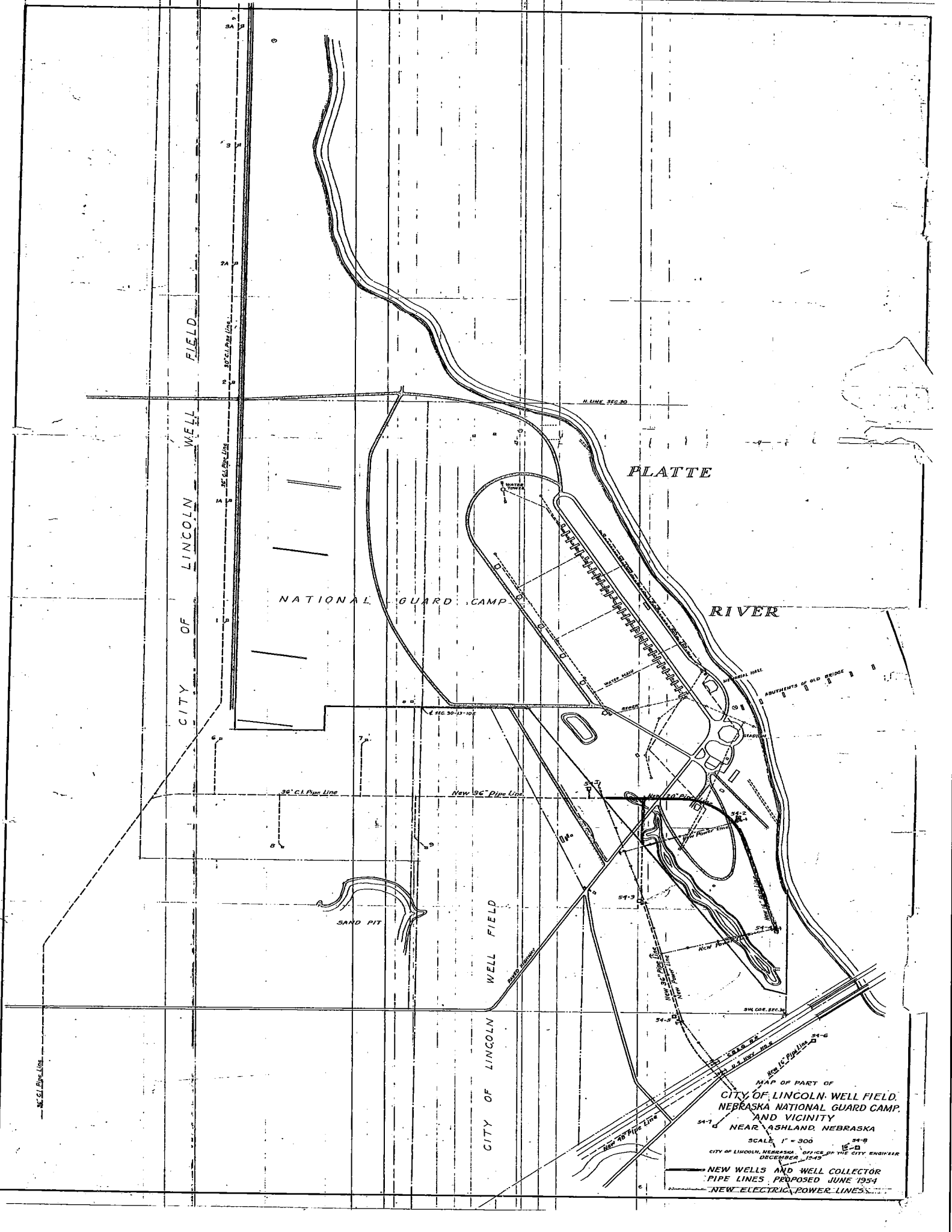
Jack M. Pace
Deputy City Attorney



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Filed
Oct. 11 '54
Theo. H. Berg
City Clerk





CITY OF LINCOLN WELL FIELD

PLATTE RIVER

NATIONAL GUARD CAMP

CITY OF LINCOLN WELL FIELD

MAP OF PART OF
 CITY OF LINCOLN WELL FIELD,
 NEBRASKA NATIONAL GUARD CAMP,
 AND VICINITY
 NEAR ASHLAND, NEBRASKA
 SCALE 1" = 300'
 CITY OF LINCOLN, NEBRASKA, OFFICE OF THE CITY ENGINEER
 DECEMBER, 1949
 NEW WELLS AND WELL COLLECTOR
 PIPE LINES PROPOSED JUNE 1954
 NEW ELECTRIC POWER LINES

36" CL Pipe Line

36" CL Pipe Line

36" CL Pipe Line

New 36" Pipe Line

New 24" Pipe Line

New 18" Pipe Line

SAND PIT

WATER TOWER

WATER TOWER

ARENA HALL

ARENA HALL

STADIUM

STADIUM

ABUTMENTS OF OLD BRIDGE

ABUTMENTS OF OLD BRIDGE

34-9

34-8

24-9

24-8

14-9

14-8

6-9

6-8

7-9

7-8

SEC 30-33-102

N. 1/2 SEC. 30

34-9

34-8

34-7

34-6

34-5

34-4

34-3

34-2

34-1

34-0

34-0

34-0

34-0

34-0

34-0

34-0

34-0

34-0

34-0