



TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Lola H. Sievers Living Trust**, herein called "*Grantor*", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **One Dollar, (\$1.00)**, duly paid, the receipt whereof is hereby acknowledged, and the *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 use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of Sanitary Sewer, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of Lot 73 I.T., located in the Northeast Quarter of Section 36, Township 9 North, Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska. Beginning at the Northeast corner of said Lot 73 I.T., thence along the east line of said Lot 73 I.T. on a bearing of S 00°01'59"E a distance of 160.24'; Thence N 89°40'07"W a distance of 30.00' to the Point of Beginning;

Thence on an assumed bearing of S 00°01'59" E a distance of 160.20'; Thence on a bearing of S 00°02'33" E a distance of 329.88'; Thence on a bearing of N 89°52'52" W a distance of 15.00'; Thence on a bearing of N 0°02'33" W a distance of 329.84'; Thence on a bearing of N 00° 01'59"W a distance of 160.30'; Thence on a bearing of S 89°40'07" E a distance of 15.00' to the point of beginning.

Said described parcel contains 7351.67 square feet (0.169 acres), more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

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

1. That immediately following the initial construction hereinabove referred to, the *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 the *Grantor* are removed or damaged by the *Grantee's* agents during the initial construction, the *Grantee* will cause the said improvement 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, the *Grantee* will cause the prompt restoration to smooth surface contours and neat condition.
4. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Sanitary Sewer hereinabove mentioned, and the performance by the *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.

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IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of May 2016

Lola H. Sievers Living Trust

Sonia S. Heckel
Sonia S. Heckel, Sole Trustee

STATE OF Nebraska)
COUNTY OF Lancaster) ss:

On May 5th, 2016, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came Sonia S. Heckel, Sole Trustee, Lola H. Sievers Living Trust, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

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

Boyd D. Smith
Notary Public

My Commission Expires: June 19, 2017



