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EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Tabitha Development Corporation, a non-profit corporation herein called "Grantor", whether one or more, record owner of the real property herein after described, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION (\$1.00), 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, operated and replace a storm sewer and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of Lot 48 I.T. located in the NE 1/4 of Section 1, T10N, R6E of 6th P.M., Lancaster County, Nebraska, more particulary described as follows:

Commencing at the Northeast corner of Outlot 'A', Tabitha New Community, second Addition, located in the NE 1/4 of Section 1, T10N, R6E of the 6th P.M., Lancaster County, Nebraska; thence S89°42'44"W (Bearing as noted on Amended Plat - March 11, 1977, Tabitha New Community Unit Plan Sheet 1 of 2) along the North line of Outlot A, T.N.C. Second Add., a distance of 118.34', said point being on the North line of Outlot A and on the Easterly right-of-way line of Sea Mountain Rd.; thence N0°17'16"W a distance of 10.00'; thence N89°42'44"E on a line 10' Northerly from and parallel to the North line of Outlot A, T.N.C. Second Add., a distance of 118.22', thence N88°23'05"E on a line 10' Northerly from and parallel to the North line of Outlot D, T.N.C. First Addition, a distance of 61.93' to a point of curvature of a curve to the left, said curve having a radius of 85.00 feet, a central angle of 35°45'14" and a tangent of 27.42'; thence Northeasterly along said curve an arc distance of 53.04' (chord distance of 52.19') to a point of tangency; thence N52°37'51"E a distance of 22.06'; thence S37°22'09"E a distance of 30.00', thence S52°37'51"W a distance of 22.06' to a point of curvature of a curve to the right, said curve having a radius of 115.00, a central angle of 1°27'10", and a tangent of 1.46', thence Southwesterly along said curve an arc distance of 2.92' (chord distance of 2.92') to a point of tangency; thence S88°23'05"W along the North line of T.N.C. First Addition a distance of 126.85', to the Northeast corner of Outlot 'A', T.N.C., Second Addition which is the point of beginning, and containing a calculated area of 0.079 acres 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:

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.

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 26 day of April, 1985.

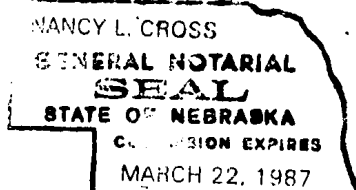
Tabitha Development Corporation,
a non-profit corporation

by: X Marvin Haase
Marvin Haase, President

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On April 26, 1985, before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Marvin Haase, President of Tabitha Dev. Corp., to me known to be the identical person(s) whose name(s) is (are) affixed to the foregoing instruments 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.



My Commission Expires: March 22, 1987

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MICRO-FILED
GENERAL

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LANCASTER COUNTY PA.

Don J. ...

REGISTER OF DEEDS

1986 FEB -3 AM 11:29

FILED FOR RECORD

\$15.50

Carol E

INST. NO. 86- 2775