

270

Temporary Easement (South)
Trail/Sanitary Sewer Line

Inst # 2018049054 Thu Dec 13 10:51:30 CST 2018
Filing Fee: \$22.00
Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 3

TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That SARAH HUNT MCFARLAND and PATRICK MCFARLAND, wife and husband, herein collectively 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) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and further consideration of the performance of the covenants and agreements by CITY OF LINCOLN, NEBRASKA, a municipal corporation, its successors and assigns, herein called "**Grantee**", as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the Grantee the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of a public hiker/biker trail and sanitary sewer line ("**Trail/Sanitary Sewer Line**"), and appurtenances thereto belonging, over and through the following described real property, to-wit:

See Exhibit "A", attached hereto and incorporated herein by this reference.

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, driveway 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

2800

Temporary Easement (North)
Street Roundabout

Inst # 2018049053 Thu Dec 13 10:51:30 CST 2018
Filing Fee: \$28.00
Lancaster County, NE Assessor/Register of Deeds
CPOOKS Office EASE
Pages 4



TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That SARAH HUNT MCFARLAND and PATRICK MCFARLAND, wife and husband, herein collectively 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) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and further consideration of the performance of the covenants and agreements by CITY OF LINCOLN, NEBRASKA, a municipal corporation, its successors and assigns, herein called "**Grantee**", as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the Grantee the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of a public roundabout right-of-way ("**Street Roundabout**"), and appurtenances thereto belonging, over and through the following described real property, to-wit:

See Exhibit "A", attached hereto and incorporated herein by this reference.

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, driveway 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

CHARGE TO PUU, RETURN
TO JENNIE, REAL ESTATE

easement shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the completion of construction, final inspection and acceptance of the Street Roundabout 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.

Executed as of September 7, 2018.

“Grantor”

Sarah McFarland

SARAH HUNT MCFARLAND,
a married person

Patrick McFarland

PATRICK MCFARLAND, a married person

STATE OF Nebraska)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 12 day of September, 2018 by **SARAH HUNT MCFARLAND**, a married person.

(SEAL) 

Kent Seacrest
Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 12 day of September, 2018 by **PATRICK MCFARLAND**, a married person.

(SEAL) 

Kent Seacrest
Notary Public

Exhibit A

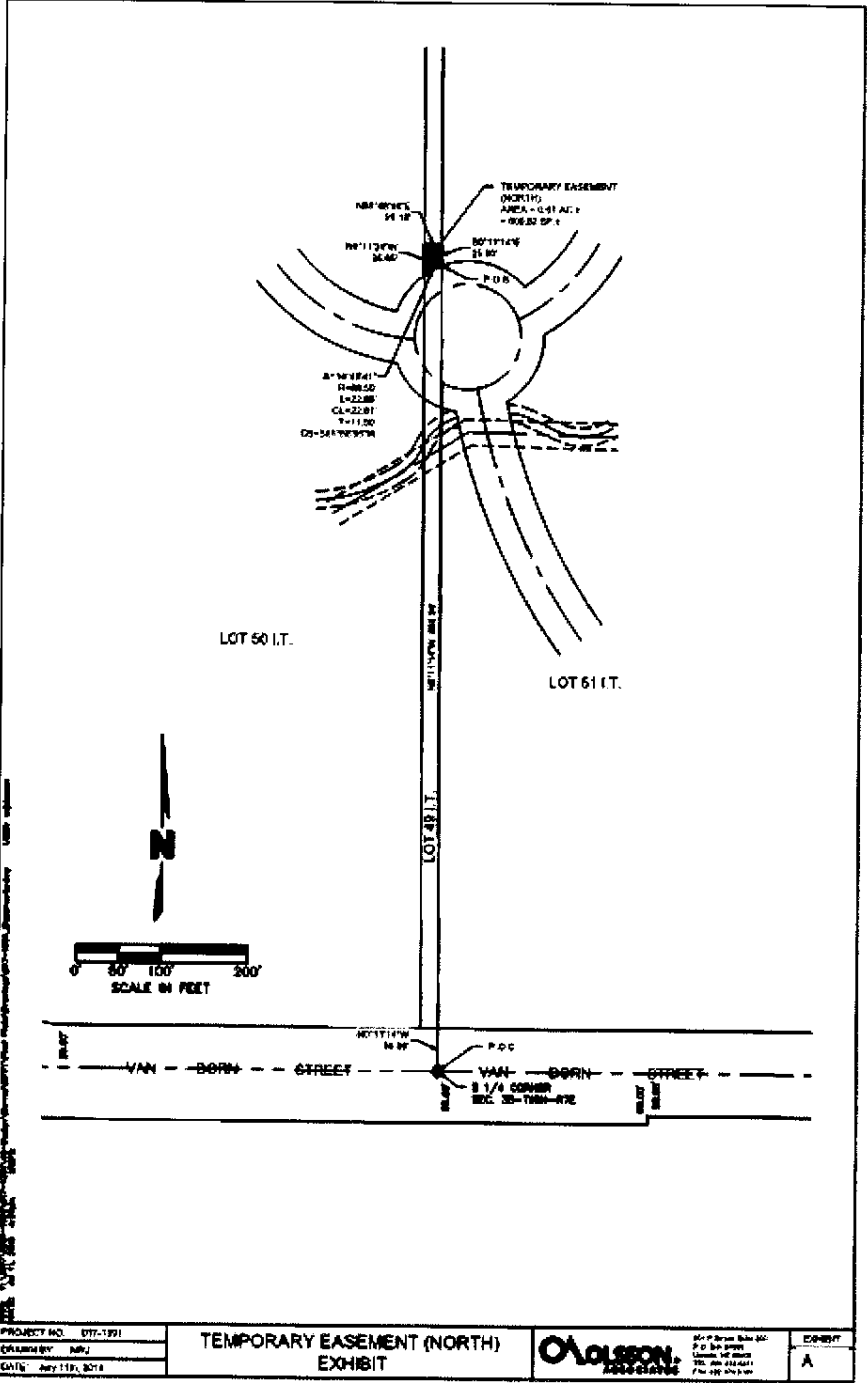
**LEGAL DESCRIPTION
TEMPORARY EASEMENT (NORTH)**

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 49 I.T., LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M.; THENCE NORTHERLY ON THE EAST LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF $N00^{\circ}11'14''W$, A DISTANCE OF 50.00' TO THE SOUTHEAST CORNER OF LOT 49 I.T., SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF VAN-DORN-STREET; THENCE CONTINUING $N00^{\circ}11'14''W$ ON SAID LINE, SAID LINE BEING THE EAST LINE OF SAID LOT 49 I.T., A DISTANCE OF 886.94' TO THE TRUE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF $14^{\circ}48'41''$, A RADIUS OF 88.50', AN ARC LENGTH OF 22.88', A CHORD LENGTH OF 22.81', A TANGENT LENGTH OF 11.50', AND A CHORD BEARING OF $S61^{\circ}58'55''W$ TO A POINT OF INTERSECTION WITH A WEST LINE OF SAID LOT 49 I.T.; THENCE $N00^{\circ}11'24''W$, ON A WEST LINE OF SAID LOT 49 I.T., A DISTANCE OF 35.65' TO A POINT; THENCE $N89^{\circ}48'46''E$, A DISTANCE OF 20.18' TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 49 I.T., SAID POINT BEING ON THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE $S00^{\circ}11'14''E$, ON THE EAST LINE OF SAID LOT 49 I.T., SAID LINE BEING THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 25.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 600.62 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Wednesday, July 11, 2018

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PROJECT NO. 077-1991
 DRAWN BY JMJ
 DATE: July 15th, 2018

**TEMPORARY EASEMENT (NORTH)
 EXHIBIT**



401 P Street, Suite 200
 P.O. Box 9999
 Lincoln, NE 68509
 TEL: 402.442.4444
 FAX: 402.442.4444

EXHIBIT
A