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701 2033nd
G. 79130

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That M^{rs} Grace Karr and Roy F. Karr, wife and husband, with right of survivorship, of the County of Lancaster, State of Nebraska, owner of the real property hereinafter described, for and in consideration of the sum of \$225.00 *Two Hundred Twenty Five Dollars* duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by the grantee as hereinafter set out and expressed, do 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 30 inch diameter pipe sanitary sewer and appurtenances thereto over and through a strip of land limited to fifteen feet in width located as hereinafter described, within the following described lands and appurtenances thereto belonging, situated in the County of Lancaster, State of Nebraska to-wit:

Lot 13 of Irregular Tracts in the Southeast Quarter of Section 7, Township 10 North, Range 7 East of the 6th P.M.

The center line of sanitary sewer and of the permanent easement covered by this document is described as follows:

Beginning at a point on the south line of the said Lot 13 located 98.76 feet east of the southwest corner of the said Lot 13; running thence northeasterly a distance of 418.92 feet to a point on the north line of the said Lot 13 located 445.58 feet east of the northwest corner of the said Lot 13.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such sanitary 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 and replacing said sanitary sewer and appurtenances thereto located thereon, in whole or in part, at the will of the 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 fifteen foot wide strip for any purpose except the construction thereon of permanent buildings, subject only to the right of the grantee to use the same for the purposes herein expressed, and 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 sanitary sewer for the accommodation of construction equipment, materials and excavated earth:

All those portions of the said Lot 13 lying within 60 feet northwesterly and within 40 feet southeasterly from the above described center line.

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provided however, that wherever possible the grantee shall maintain a 5 foot wide clear space adjacent to the exterior walls of any and all permanent buildings within the above described lands.

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

1. That it will, immediately following the construction of the sanitary sewer hereinabove referred to and completion of the necessary backfill, remove from the lands hereinabove described, all debris, all surplus material and all 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 the grantor.
2. That in the event that fences, driveways or permanent buildings of the grantor are removed or damaged by grantee's agents during the construction of the said sanitary sewer, the grantee will cause the said improvements on the lands hereinabove described to be repaired and restored immediately to a condition fully equal to that existing before construction operations were commenced.
3. That during the one-year period immediately following completion of construction the grantee will promptly restore 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 property as may lie outside the boundaries of the aforesaid permanent easement shall cease and terminate immediately following 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 and in any event not later than April 30, 1962.

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 of _____, 1960.

Witness

[Signature]

[Signature]
Grantor

ATTEST:

CITY OF LINCOLN, NEBRASKA

[Signature]
City Clerk

By [Signature]
Mayor



STATE OF Nebraska)
COUNTY OF Lancaster) SS

On this 26 day of December 1960, before me the undersigned duly commissioned and qualified authority in and for said county and state, personally came

M. Grace Karr and Roy F. Karr, wife and husband,

to me known to be the identical person or persons whose name is or names are subscribed to the foregoing instrument, and acknowledged 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,

[Signature]
Notary Public

My Commission Expires:

FILED
CITY CLERK OFFICE

DEC 27 1960

CITY OF LANCASTER

Sanitary Sewer Easement from
M. Grace Karr and Roy F. Karr
granting the City right-of-way
over Lot 13, I. T. in the
SE 1/4 of Section 7-10-7
T27N R37E S12

GENERAL
COMPASSED
PAGE

Council Proceedings
December 27, 1960
Record 137 Page 496

STATE OF NEBRASKA } ss.
Lancaster County

Entered on numerical Index and
filed for record in the Register of
Deeds Office of said County the
4 day of JANUARY 1961

at 3 o'clock and 32
minutes P.M. and recorded in
Book of 1960-1

Witness my hand and Notarial Seal
[Signature] Deputy

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