

MISCELLANEOUS RECORD 11.82

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Arthur A. Braun and Nellie Braun, husband and wife, of the County of Lancaster, State of Nebraska, owner of the real property hereinafter described, for and in consideration of the sum of Four hundred eighty and 00/100 Dollars (\$480.00) 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 EASMENT to construct, reconstruct, maintain and operate an 18 inch diameter pipe sanitary sewer and appurtenances thereto over and through a strip of land limited to seven 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 11 of Irregular Tracts in the Southwest Quarter of Section 27, 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 west line of the said Lot 11 located 130 feet southwesterly from the center line of the Missouri Pacific Railroad; running thence southeasterly parallel to the said railroad a distance of 995.6 feet more or less to a point on the north line of "O" Street.

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 use herein specified without divesting grantor of title and ownership of the rights to use and enjoy the above described seven 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.

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. If at any time in the future following completion of sewer construction should there be any settlement or erosion of the backfilled trenches, the grantee will promptly repair the same and restore such backfilled trenches to smooth surface contours and neat and presentable condition.

# MISCELLANEOUS RECORD NO. 42

THE 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 10<sup>th</sup> day  
of April, 1967.

Witness:

*Arthur A. Braun*

*Nellie Braun*

Grantor

ATTEST:

CITY OF LINCOLN, NEBRASKA

*Harold W. Springer*  
City Clerk

By *Eugene D. Johnson*  
MAYOR

COUNTY OF LANCASTER) SS

STATE OF NEBRASKA )

On this 10<sup>th</sup> day of April, 1967, before me the undersigned duly commissioned and qualified authority in and for said county and state, personally came Arthur A. Braun and Nellie Braun, husband and wife, to me known to be the identical persons whose names are subscribed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written,

*John E. Gandy*  
Notary Public

My Commission Expires

1967

