



1050  
710  
TRES3  
— 3

South 98th Street Widening Project, 700845  
Tract 30

## EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That **RUSSEL WIESELER and AMY A. WIESELER, husband and wife**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **FIVE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS, (\$585.00)**, 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, operate, and replace drainage structure, and appurtenances thereto belonging, over and through the following described real property, to-wit:

A portion of Outlot A, Iron Gate Estates 3rd Addition, located in the Southeast Quarter of Section 11, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of said Section 11; thence North 89° 42' 58" West, on the south line of the Southeast Quarter of Section 11, a distance of 70.00 feet; thence North 00° 04' 06" East, a distance of 50.00 feet; thence North 89° 42' 58" West, on the south line of Outlot A, 50 feet distant from and parallel to the south line of the Southeast Quarter of Section 11, a distance of 60.33 feet, to the Point of Beginning; thence continuing on the previous bearing of North 89° 42' 58" West, a distance of 40.00 feet; thence North 00° 17' 03" West, a distance of 28.00 feet; thence South 89° 42' 58" East, a distance of 40.00 feet; thence South 00° 17' 03" West, a distance of 28.00 feet, to the Point of Beginning, containing approximately 1,120 square feet, more or less.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such drainage structure 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 drainage structure 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.

Charge to PUU, Return  
to Jennie, Real Estate

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 2 day of Mar, 20 09

Russel Wieseler

Russel Wieseler

A Wieseler

Amy A. Wieseler

STATE OF Nebraska

COUNTY OF Lancaster ) ss:

On March 2nd, 2009, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Russel Wieseler and Amy A. Wieseler**, to me known to be the identical person(s), whose name(s) is (are) affixed 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.

(SEAL)

Angela K Jones  
Notary Public

