NEBRASKA DOCUMENTARY STAMP TAX

JUL - 1 1998

REGISTER OF DEEDS

1998 JUL -1 P 4: 28 3 2 8 8 3

## CITY OF LINCOLN, NEBRASKA **QUITCLAIM DEED**

The Grantor, CITY OF LINCOLN, NEBRASKA, a municipal corporation, organized and existing under and by virtue of the laws of the State of Nebraska, in consideration of the sum of Two Hundred Sixty-five and 00/100ths Dollars (\$265.00) and other good and valuable consideration received from Grantee, does quitclaim, grant, bargain, sell, convey, and confirm unto WOODROW E. BRINKMAN, herein called the Grantee, the following described real property in Lincoln, Lancaster County, Nebraska:

> The north half of West "L" commencing at a point 80 feet east of the west lot line (extended) of Lot 9, Union Land Company Subdivision to a point 107.1 feet east thereof, located in Lincoln, Lancaster County, Nebraska, as vacated by Ordinance No. 17277, passed by the City Council on December 15, 1997.

Grantor hereby excepts and reserves in perpetuity to itself and to any person, firm, or corporation, public or private, lawfully engaged in a utility operation, their successors and assigns, easements for and rights of access to any and all existing and future electrical power and light, telephone, sanitary sewer, water service, open or underground storm sewer or drainage, gas service, and community antenna television utilities in, through, over, upon or under the above described premises. Said exceptions and reservations apply to the entire width and length of said premises and include, but are not limited to, the right to construct, reconstruct, operate, maintain, repair, replace, and remove such utilities, including lines, conduits, cables, wires, poles, mains, meters, pipes, and all appurtenances thereto. No building or structure shall be constructed or used so as to interfere in any manner with any of the aforesaid exceptions and reservations, unless Grantee: (1) bears the cost of relocating such utilities to the extent that such relocation is necessitated by such construction or use; and (2) obtains and provides at Grantee's expense the easements and rights of access required by reason of any such relocation, whether such relocation be upon any property owned by Grantee or upon any property owned by any persons other than Grantee; provided, of course, that this shall not prohibit affected utility operations from agreeing to bear any or all of the foregoing expense.

To have and to hold the above described premises together with all tenements, hereditaments, and appurtenances thereto belonging unto the Grantee and to Grantee's successors and assigns forever.

City Atty.

In witness whereof, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Mayor.	
Dated this $2$ day of $2$	<u>) un e</u> , 1998.
ATTEST:	CITY OF LINCOLN, NEBRASKA, a municipal corporation
City Clerk	Mayor
STATE OF NEBRASKA ) ) ss: COUNTY OF LANCASTER )	
The foregoing instrument was acknowledged before me this $8\pi$ day of 1998, by Mike Johanns, Mayor of the City of Lincoln, Nebraska.	
GENERAL NOTARY - sale elitands JUDITH A. ROSCOE My Comm. Exp. Dec. 20, 2000  [VAC\496brinkman.QCD]	Notary Public Toscoe
[ A V CASSONIW WINDER OF CO.	Tionity I wone