

21848

EASEMENT

Lums Restaurant
Corp. of Nebraska,
successor to

The grantor-owner, O-46 Investment Company, a partnership, and Lums of Lincoln, 447 Corporation, a Nebraska Corporation, lessee, for and in consideration of the sum of One Dollar and other valuable consideration, cash in hand paid, receipt of which is hereby acknowledged, have this day bargained, sold and delivered unto Ball Real Estate Company, a Nebraska Corporation, their successors and assigns, a permanent easement and right of way including perpetual right to enter upon the real estate hereinafter described and construct, maintain and repair underground pipe lines together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and maintenance of said pipe lines, said center line of easement more particularly described as:

A strip of ground three (3) feet wide commencing on the West line of 46th Street and 1.5 feet South of the North property line; thence West a distance of 78 feet; thence in a Southwesterly direction of 45° to a point 1.5 feet East of the West property line and 22 feet South of the North property line; thence South a distance of 28 feet to end of easement, all situated on a tract of land out of Lot Twenty-seven (27) of the J. G. Miller Subdivision, situated in the SW¼ SE¼ SW¼ Section 20-T10N-R7E of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being described by metes and bounds as follows: Commencing at a point which is North 60.0' and South 89°43' East, a distance of 332.45' from the SW corner of the SE¼ SW¼, Section 20-T10N-R7E; thence Easterly a distance of 198' along the new right of way line of "O" St. to the point of beginning; thence Northerly a distance of 200'; thence Easterly a distance of 100'; thence Southerly a distance of 200' along the right of way line of 46th St.; thence Westerly a distance of 100' along the new right of way line of "O" St. to the point of beginning.

The grantee, his heirs and assigns, may construct, maintain, keep and repair the said pipe line over and across said easement of sufficient character and size to allow sewage pipe line sufficient to drain the grantor's property.

Grantee agrees to pay all costs of construction and repair and further agrees to replace or repair any damage done to grantor's landscaping or concrete in maintaining said sewer line.

To have and to hold the said easement for right of way hereby granted unto the grantee, its successors and assigns, as appurtenant to the said land of the grantee.

In witness whereof grantors have hereunto caused its signature and corporate seal to be affixed and these presents signed.

Dated August 16, 1972

1972.

O-46 INVESTMENT COMPANY, A PARTNERSHIP

By  Executive Vice President

LUMS RESTAURANT CORP. OF NEBRASKA, successor to
LUMS OF LINCOLN, 447 CORPORATION,
A NEBRASKA CORPORATION

By  Donald L. Perlyn, President


Sheldon M. London, Secretary



STATE OF *Missouri*)
COUNTY OF *Jackson*) ss.

Before me, a notary public qualified in said county, personally came *Jerome S. Metzger*, Executive Vice-President of O-46 Investment Company, a partnership, known to me to be the Executive Vice-President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, as such officer and the voluntary act and deed of said partnership.



Witness my hand and notarial seal on *August 25th*, 1972.

Doris E. Cochram
Notary Public DORIS E. COCHRAM

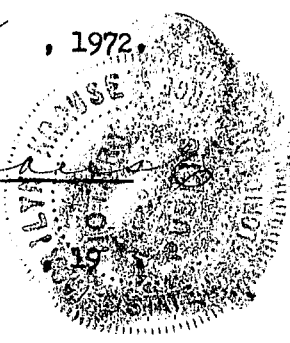
My commission expires _____, 19__
My Commission Expires June 11, 1975

STATE OF FLORIDA)
COUNTY OF *Dade*) ss.

Before me, a notary public qualified in said county, personally came Donald L. Perlyn and Sheldon M. London, President and Secretary of Lums Restaurant Corp. of *Nebraska*, a corporation, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on *August 28*, 1972.

Marilyn K...
Notary Public



My commission expires _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 13, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 19____, before me the undersigned, a Notary Public duly commissioned and qualified for said county, personally came

to me known to be the identical person(s) whose name _____ affixed to the foregoing instrument and acknowledged the same to be _____ voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

My commission expires _____, 19__

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NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 73- 21848

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