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**INST NO 2003** 

2003 DEC -2 A II: 42

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NEBRASKA DOCUMENTARY STAMP TAX

LANGASTER COUNTY. NE

DEC 02 2003

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 One Thousand Three Hundred Fifty Dollars and 00/100ths Dollars (\$1,350.00.00) and other good and valuable consideration received from Grantee, does quitclaim, grant, bargain, sell, convey, and confirm unto RAYMOND FARMS, L.L.C., a Nebraska limited liability company, herein called the Grantee, the following described real property in Lincoln, Lancaster County, Nebraska:

The West One-Half of the south 155 feet of S.W. 32nd Street lying in the Northeast Quarter of Section 29, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, as vacated by Ordinance No. 18256, passed by the City Council on October 20, 2003, which vacated street portion abuts Lot 61, I.T., in said section.

Grantor hereby excepts and reserves in perpetuity to itself and to its successors and assigns, an easement to construct, reconstruct, maintain, inspect, operate and replace the existing 8-inch and 36-inch sanitary sewers and appurtenances thereto belonging over and through the above described premises. Said exception and reservation apply to the entire width and length of said premises and include, but are not limited to, the right to construct, reconstruct, operate, inspect, maintain, repair, replace, and remove such sanitary sewers, including mains and manholes, 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 sanitary sewers 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 Attorney - interoffice

In witness whereof, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Mayor.

Dated this <u>28</u> day of <u>OC</u> .	, 2003.
ATTEST:	CITY OF LINCOLN, NEBRASKA,
Lerd City Clerky	Coleen J. Seng, Mayor
STATE OF NEBRASKA ) ) ss:	
COUNTY OF LANCASTER )	
The foregoing instrument was acknowledged before me this <u>28th</u> day of <u>Ctaler</u> , 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska.	
GENERAL NOTARY - State of Nebrasko JUDITH A. ROSCOE My Comm. Exp. Dec. 20, 2004	Notary Public Poscoe

[VAC\603-Raymond Farms]