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EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.) a Delaware corporation, of 3300 Continental Plaza, 777 Main Street, Fort Worth, Texas 76102, Grantor, for Seventeen Thousand Dollars (\$17,000.00) to it paid by CITY OF LINCOLN, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for construction and maintenance of a storm sewer line, hereinafter called Storm Sewer, and for no other purpose, over, upon and across the following described premises, situated in Lancaster County, State of Nebraska, to-wit:

A part of Lot 109, an Irregular Tract located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, Township 10 North, Range 7 East of the Sixth Principal Meridian, Lancaster, County, Nebraska, more particularly described as follows:

Beginning at a point on the Southeast lot line of Lot 100, an Irregular Tract of said SW $\frac{1}{4}$, extended Northeast 28.73 feet from the East, Northeast corner of said Lot 100 and assuming said lot line to bear North 24° 37' 56" East; thence North 31° 29' 28" West a distance of 24.26 feet to a point of curvature to the right, said curve having an interior angle of 38 degrees 26 minutes 15 seconds and a radius of 275.0 feet; thence along the arc of said curve a distance of 184.49 feet to a point of tangency; thence along said line of tangency bearing North 06° 56' 47" East a distance of 91.97 feet to a point of curvature to the left, said curve having an interior angle of 71° 30' 00" and a radius of 225.0 feet; thence along the arc of said curve a distance of 280.70 feet to a point of tangency; thence North 64° 33' 13" West along said line of tangency a distance of 0.96 feet, more or less to a point on the Easterly right-of-way line of U.S. Highway No. 6; thence along said right-of-way line, along the arc of a curve to the right, said curve having an interior angle of 00° 22' 50" and a radius of 7,529.44 feet; thence along the arc of said curve a distance of 50.0 feet; thence South 64° 33' 13" East a distance of 0.66 feet, more or less to a point of curvature to the right, said point being on a radial line with the point of tangency of the penultimate described curve, said curve having an interior angle of 71° 30' 00" and a radius of 275.0 feet; thence along the arc of said curve a distance of 343.16 feet to a point of tangency; thence South 06° 56' 47" seconds West along said line of tangency a distance of 91.97 feet to a point of curvature to the left, said curve having an interior angle of 18 degrees 10 minutes 43 seconds and a radius of 225.0 feet; thence along the arc of said curve a distance of 71.39 feet; thence South 48° 42' 37" seconds East a distance of 51.35 feet, more or less, to a point on the Southeast lot line extended of said Lot 100; thence South 24° 37' 56" West along said extended lot line a distance of 95.30 feet to the Point of Beginning, containing an area of 0.69 acres, more or less.

The Grantor does hereby also grant to the Grantee permission to use during the construction of said Storm Sewer for the purposes of grading and filling existing ditch, clearing and reseeding, the following described premises.

A portion of Lot 109 Irregular Tract, located in the Southwest Quarter of Section 4, Township 10 North, Range 7 East of the Sixth Principal Meridian in the City of Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 4; thence East along the North line of the said Northeast Quarter of the Southwest Quarter, a distance of 670.34 feet to the intersection with the Southeasterly right-of-way line of U.S. Highway No. 6, also known as Cornhusker Highway; thence Southwesterly along the said Southeasterly line of U.S. Highway No. 6, a distance of 126.3 feet to the Point of Beginning; thence continuing Southwesterly along the said Southeasterly right-of-way line of U.S. Highway No. 6, a distance of 500.0 feet to the Northwesterly extension of the Northeasterly line of Lot 100, Irregular Tract; thence Southeasterly along the said Northeasterly line of Lot 100, a distance of 370.0 feet to the Northeast corner of said Lot 100; thence Northeasterly along the extension of the Southeasterly line of said Lot 100, a distance of 200.0 feet; thence Northerly along a straight line to the

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intersection with a point located 500.0 feet Northeasterly of the Northeasterly line of said Lot 100 and 200.0 feet Southeasterly of the Southeasterly line of U.S. Highway No. 6; thence Northwesterly along a line located 500.0 feet Northeasterly of and parallel with the Northeasterly line of said Lot 100, a distance of 200.0 feet to the Point of Beginning; except that portion described in the permanent easement; containing an area of 2.97 acres more or less.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for Storm Sewer purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.
2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said Storm Sewer shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right-of-way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said Storm Sewer purposes.
4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said Storm Sewer on said premises.
5. For any encumbrance or interest affecting the described premises as set forth in Sections 2, 3, and 4 hereinabove, the Grantee agrees to assume all liability and responsibility for the removal or satisfaction of the Grantor's obligations or interests, whether in whole or in part, as may be involved.
6. For so long as this easement shall survive, all contracts between the Grantee and its contractor, for either the construction herein provided for or maintenance work on the highway within any easement area described herein or shown on the exhibit attached hereto, shall require the contractor to protect and hold harmless the Grantor and any other railroad company occupying or using the Grantor's right-of-way or line of railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents; and shall further provide that the contractor shall:
 - A. Furnish to the Grantor a railroad protective liability policy in the form provided by FHPM 6-6-2-2, or as such form may be hereafter amended or supplanted, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation. The combined single limit of said policy shall not be less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of loss or destruction of or injury or damage to property in any one occurrence, and, subject to that limit a total (or aggregate) limit of not less than Six Million Dollars (\$6,000,000.00), for all damages arising out of bodily injuries to or death of any person or persons and for all damages arising out of or loss or destruction of or injury or damage to property during the policy

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period. Said insurance policy executed by a corporation qualified to write the same in the State in which the work is to be performed, shall be in the form and substance satisfactory to the Grantor and shall be delivered to and approved by the Grantor's Regional Chief Engineer prior to the entry upon or use of its property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as may be commercially reasonable at the time.

B. Carry regular Contractor's Public Liability and Property Damage Insurance as specified in FHPM 6-6-2-2, or as such form may be hereafter supplanted or amended, and any other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property in any one accident and subject to that limit a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period. A certified copy of the policy providing said Contractor's Public Liability and Property Damage Insurance executed by a corporation qualified to write the same in the State in which the work is to be performed, in form and substance satisfactory to the Grantor, shall be delivered to and approved by the Grantor's Regional Chief Engineer prior to the entry upon or use of the Grantor's property by the contractor. This being a potentially perpetual easement, Grantor reserves the right to require higher limits of insurance in the future as may be commercially reasonable at the time.

If the Grantee, its contractor, subcontractors or agents, in the performance of the work herein provided or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the Grantor, such damage or destruction shall be corrected by the Grantee in the event its contractor or the insurance carriers fail to repair or restore the same.

7. The Grantee shall, or shall require its contractor to, notify the Grantor's Regional Chief Engineer a sufficient time in advance whenever the Grantee or its contractor is about to perform work on or adjacent to Grantor's right-of-way and tracks to enable Grantor to furnish flagging and such other protective service as might be necessary and Grantee shall reimburse Grantor for the cost thereof.

8. The Grantee shall notify the Regional Chief Engineer of the Grantor at least five days prior to entering the Grantor's right-of-way.

9. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

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BURLINGTON NORTHERN RAILROAD COMPANY

BY H. D. Shane
DIRECTOR - PROPERTY MANAGEMENT

ATTEST:

BY J. L. Hanks
Assistant Secretary

ACCEPTED:

CITY OF LINCOLN

BY [Signature]
Title:

STATE OF TEXAS }
COUNTY OF TARRANT } ss.

On this 8th day of May, 1987, before me, a Notary Public in and for said County, personally appeared the above named H. D. Shane and J. L. Hanks, who respectively acknowledged that they are, respectively, DIRECTOR - PROPERTY MANAGEMENT and Assistant Secretary of said corporation, that they executed the above instrument, that they held the position or title set forth in the above instrument and certificate, that they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purpose therein stated; and I know, or have satisfactory evidence, that the above named are the persons who executed the instrument and the persons named and described therein.

WITNESS my hand and official notarial seal, at Fort Worth, in said County, the date aforesaid.

Madylene Andrews
Notary Public.



Madylene Andrews
Notary Public State of Texas
Commission Expires 1-04-89

My Commission Expires: Jan. 4, 1989

CERTIFICATE

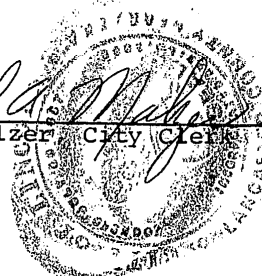
STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) SS.
)
CITY OF LINCOLN)

I Paul A. Malzer, Jr. City Clerk of the City of Lincoln,
Nebraska, do hereby certify that the above and foregoing is
a true and correct copy of a permanent easement with Burlington
Northern Railroad Company for Storm Sewer Project 34-A-79
dated May 8, 1987.

as the original appears of record in my said office and is now in
my charge remaining as City Clerk aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand officially
and affixed the seal of the City of Lincoln, Nebraska, this 17th
day of June, A.D., 19 87.

Paul A. Malzer
Paul Malzer, Jr. City Clerk



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LANCASTER COUNTY-NEBR.

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REGISTER OF DEEDS

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INST. NO. 87 22788

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