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AGREEMENT & EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned parties, who (other than the City of Lincoln, Nebraska, which is hereinafter called "City") are hereinafter called "Grantors," are members of the North 27th Street Water District (hereinafter called "District"), or have entered into one or more agreements for the supplying to them of water service by the District; and,

WHEREAS, some or all of the Grantors, or their predecessors in interest, were parties to two instruments, one entitled "Agreement and Easement," and the other entitled "Agreement," both of which were dated on or about November 12, 1952, and both of which instruments generally had to do with the creation of the District and with the agreements and easements pertaining to the laying and maintaining of water lines in the general vicinity of 27th Street between Leighton and Adams Streets; and,

WHEREAS, some or all of the Grantors, or their predecessors in interest, were parties to an instrument entitled "Water Service Agreement for Main Service and Connection on North 27th Street Outside the City of Lincoln," dated on or about January 26, 1953, and which instrument had to do with the furnishing of water to the District; and,

WHEREAS, the Grantors now desire that the City accept title to, and maintain or replace (to include replacement with a line of any size), or both, or in any other way deal with, within the discretion of the City, the existing four-inch (4") line for the furnishing of water to the District:

NOW THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Grantors do hereby grant, convey, surrender, and assign to the City all their joint and several right, title, interest in, and claim to all of the aforesaid agreements, together with all grants of easements and rights of access given in any and all of these aforesaid agreements, and to the afore-

said existing four-inch (4") water line.

2. The Grantors do hereby grant, quit-claim, convey, and assign to the City an easement fifteen feet (15') in width measured west to east from the east right-of-way line of 27th Street, including the right of access thereto, in, through, across, over, upon, and under Lots 87, 88, 89, 60, 59, 58, 82, and 81, Irregular Tracts in the N $\frac{1}{2}$ 18-10-7, and Lot 87 in the S $\frac{1}{2}$ 7-10-7, all in Lancaster County, Nebraska, said easement and right of access being for the maintenance of the existing four-inch (4") water line, and for the replacement, if the City at any time deems it necessary, of any or all of said line with a line of any size.

3. The City does hereby accept title to said water line. And, the City does hereby agree to maintain or replace (to include replacement with a line of any size), or both, or in any other way deal with, the said water line, all within the discretion of the City.

4. The Grantors do hereby waive any defense that they or any of them may have, both now and in the future, to any assessment by the City for any water district that may be established in the vicinity of the property hereinafter described in Paragraph 5 of this present Agreement & Easement, to the extent of a six-inch (6") service but not for any service over such six-inch (6") service.

5. The Grantors and the City hereby agree that the property affected by this present Agreement & Easement is as follows:

Lots 87, 88, 89, 60, 59, 58, 82, and 81, Irregular Tracts in the North One-Half (N $\frac{1}{2}$) of Section 18, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska;

Lot 87, Irregular Tract in the South One-Half (S $\frac{1}{2}$) of Section 7, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska;

Lot 9, Thomas A. Stratton's Subdivision of the Southeast Quarter (SE $\frac{1}{4}$) of Section 12, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska; and

Lots 123, 76, 106, 154, ~~82~~, and 155, Irregular Tracts in the North One-Half (N $\frac{1}{2}$) of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

6. This present Agreement & Easement shall be binding upon all successors in interest and assigns of the Grantors and the City by these presents.

Dated this 9th day of August, 1968.

Thelma C. Olson

John Kramer, Jr.

INTERNATIONAL MOVING & STORAGE, INC.

(Wife of John Kramer, Jr.)

By: Earl Jarrett
(Authorized Signature)

Katherine M. Jacobs
Katherine M. Jacobs

Earl Jarrett

TRUST ESTATE OF ALICE CLARE

By: Thomas J. Clare, Sr.
Thomas J. Clare, Sr., Trustee

Rose Elizabeth Jarrett

Eugene F. Clare
Eugene F. Clare, Trustee

Max Wolfson

Truman Clare
Truman Clare, Trustee

Beatrice H. Wolfson

THE KENT OIL CO.

J. H. Schmall

By: Lucille R. Circo
(Authorized Signature)

(Wife of J. H. Schmall)

Lucille R. Circo

Robert W. Fulton

(Husband of Lucille R. Circo)

(Wife of Robert W. Fulton)

Olive J. Circo

F. K. Fulton

(Husband of Olive J. Circo)

Vera Fulton

Dale E. Crossgrove
Dale E. Crossgrove

Corinne H. Crossgrove
Corinne H. Crossgrove

VICKERS SAVE WAY
~~RACEDXSERVXOEX~~

By: [Signature]
(Authorized Signature)

BOB CARROLL MACHINERY & MOTOR CO.

BOB'S MARKET

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Dorothy H. Carroll
Dorothy H. Carroll

SHAMROCK TRAILER COURT

[Signature]
(Husband of Dorothy H. Carroll)

By: [Signature]
(Authorized Signature)

UNITED RENT-ALLS, INC.

PETERS MOVING & STORAGE

By: [Signature]
(Authorized Signature)

By: [Signature]
(Authorized Signature)

SMITTY'S GOLF PARK,
a partnership

PRECISION BEARING SERVICE, INC.

By: [Signature]
(Husband) [Signature] (Wife)

By: [Signature]
(Authorized Signature)
Branch Mgr.

and

[Signature] (Husband) & [Signature] (Wife)

John H. Eichner, lessee of
Smitty's Golf Park

ATTEST:

THE CITY OF LINCOLN, NEBRASKA

[Signature]
City Clerk

By: [Signature]
Sam Schwartzkopf, Mayor

Approved as to Form:

[Signature]
City Attorney

Approved:

[Signature]
Director of Public Utilities

[Signature]
Director of Public Works

[Signature]
City Engineer

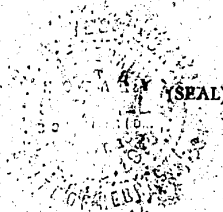
STATE OF NEBRASKA }
LANCASTER County } ss.

On this 9th day of August, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Dorothy H. Carroll and William B. Carroll, husband of Dorothy H. Carroll, J. H. Schmaltz, single, and Thomas J. Clare Sr., Trustee of the Trust Estate of Alice Clare, to me known to be the identical person or persons whose name is or names 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.

James B. Quinn Notary Public

My Commission expires the 31 day of January, 1973.

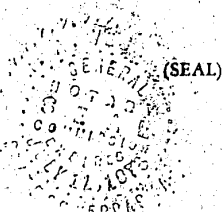
STATE OF NEBRASKA }
LANCASTER County } ss.

On this 9th day of August, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Robert W. Fulton and Margaret J. Fulton, husband and wife, and Robert W. Fulton, doing business under the firm name and style of Bob's Market, a sole proprietorship of said Robert W. Fulton, to me known to be the identical person or persons whose name is or names 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.

Orla Vestal Notary Public

My Commission expires the 11th day of July, 1973.

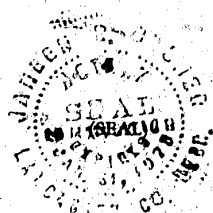
STATE OF NEBRASKA }
LANCASTER County } ss.

On this 9th day of August, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Earl Jarrett, husband of Rose Elizabeth Jarrett, and Earl Jarrett, doing business as Shamrock Trailer Court, to me known to be the identical person or persons whose name is or names 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.

Orla Vestal Notary Public

My Commission expires the 11th day of July, 1973.

STATE OF NEBRASKA }
LANCASTER County } ss.

On this 14 day of August, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Rose Elizabeth Jarrett, wife of Earl Jarrett, and Eugene F. Clare and Truman Clare, Trustees of the Trust Estate of Alice Clare, to me known to be the identical person or persons whose name is or names 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.

James B. Quinn Notary Public

My Commission expires the 31 day of January, 1973.

STATE OF NEBRASKA }
LANCASTER County } ss.

On this 9th day of September, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came International Moving & Storage, Inc. by Orian B. Peters, President, and Orian B. Peters doing business under the firm name and style of Peters Moving & Storage, a sole proprietorship, to me known to be the identical person or persons whose name is or names 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.

Ra Vestula Notary Public

My Commission expires the 11 day of July, 1973.

STATE OF NEBRASKA }
LANCASTER County } ss.

On this 9th day of September, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Katherine M. Jacobs, a widow, and Dale E. Crossgrove and Corinne H. Crossgrove, husband and wife, to me known to be the identical person or persons whose name is or names 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.

Ra Vestula Notary Public

My Commission expires the 11 day of July, 1973.

STATE OF Nebraska }
Lancaster County } ss.

On this 13th day of September, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Robert J. Carroll, as President of Bob Carroll Machinery & Motor Co., a corporation,

President and to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Ra Vestula Notary Public

My Commission expires the 31 day of January, 1973.

STATE OF NEBRASKA }
LANCASTER County } ss.

On this 23 day of September, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Marie Kramer, a single person,

to me known to be the identical person or persons whose name is or names 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.

Ra Vestula Notary Public

My Commission expires the 31 day of January, 1973.

STATE OF KANSAS }
SEDGWICK County } ss.

On this 10th day of October, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came RICHARD J. BOUSHKA President of the Kent Oil Co., a corporation,



the President and to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed, as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

H. C. Newcomb Notary Public
My Commission expires the 13th day of May, 1969.

STATE OF KANSAS }
SEDGWICK County } ss.

On this 10th day of October, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came DON SWANSON President of Vicker's Save Way, a corporation,



the President and to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed, as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

H. C. Newcomb Notary Public
My Commission expires the 13th day of May, 1969.

STATE OF CALIFORNIA }
San Bernardino County } ss.

On this 13th day of ~~November~~ December, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Thelma G. Olson

(SEAL)

to me known to be the identical person or persons whose name is or names 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.

Mary A. Welch Notary Public
My Commission expires the day of 1969.
DEC 15 1972

STATE OF Nebraska }
Lancaster County } ss.

On this 19 day of December, 1968, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Claude Riley Smith and Helen H. Smith, husband and wife, and J. F. Bricker and Mrs. J. F. Bricker, husband and wife,



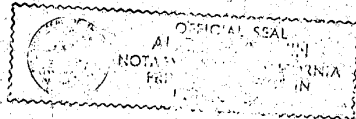
to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

J. F. Bricker Notary Public
My Commission expires the 31 day of January, 1973.

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State of California)
) SS
County of Los Angeles)

On this 14th day of January, 1969, before me, the undersigned notary public, personally came United Rent-Alls, Inc., and by Robert J. Emmons, its President, acknowledged the signing of the foregoing instrument and acknowledged the execution thereof to be the voluntary act and deed of said Corporation.



Philip H. Emmons
Notary Public

My commission expires 1-14-74

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STATE OF NEBRASKA)
) ss
LANCASTER COUNTY)

On this 9th day of August, 1968, before me, the undersigned, a notary public, in and for said county, personally came Donald E. Carter, Branch Manager of Precision Bearing Service, Inc., to me personally known to be the Branch Manager of said Precision Bearing Service Inc. and the identical person whose name is affixed to the foregoing Agreement and Easement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation Precision Bearing Service, Inc., and that he was authorized by the appropriate officers of said corporation to execute said instrument and said instrument was executed by its authority.

Witness my hand and notarial seal at Lincoln, Nebraska, in said county, the day and year last above written.



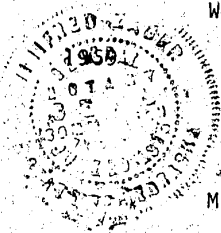
Paul Vestedio
Notary Public

My commission expires: July 11, 1973.

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

Before me, a Notary Public qualified for said County, personally came SAM SCHWARTZKOPF, Mayor of the City of Lincoln, Nebraska, a municipal corporation, known to me to be the Mayor and identical person who signed the foregoing Agreement & Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said municipal corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on January 5u,



William J. Zager
Notary Public

My commission expires: June 22, 1973

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