

991827

22-4-6

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 4th day of May 19 99 at 8:30 o'clock A.M., and recorded as INSTRUMENT NO. 991827

Ruth E. Dieme

Register of Deeds

By Deputy

N:IN PAGES 4
DOC TAX PD
FEES 20.50 PD CIG RET
TOTAL
OKNUM BY CIBE
BY
RECD
RETURN CITY OF BEATRICE
205 N 4TH
BEATRICE NE 68310

TRACT INDEX
COMPUTER
COMPARED
PAGED

991827

227

Wal-Mart Stores, Inc
RAB

991827

EASEMENT

THIS INDENTURE, made this 15th day of April, 1999 between ~~WAL-MART REAL ESTATE BUSINESS TRUST~~, a Delaware ~~Business Trust~~ Corporation, RAB hereinafter referred to as "Grantors", and the City of Beatrice, Nebraska, a Municipal Corporation, Aliant Communications, a Nebraska Corporation, and Beatrice Cable TV Company, a Nebraska Corporation, Utilicorp United Inc., a Delaware Corporation, hereinafter referred to as "Grantees".

WITNESSETH:

That said Grantors in consideration of the sum of ONE Dollars (\$ 1.00) and other valuable consideration to Grantors in hand paid by said Grantees, the receipt whereof are hereby acknowledged, do hereby grant, sell, convey and confirm unto said Grantees and their assigns forever, an easement for the right to construct, reconstruct, perpetually maintain and operate overhead electric power, telephone and cable television lines, together with the necessary poles, cables, wires, crossarms, brackets, braces, underground conduits, overhangs, and anchors, with the right to enter said premises for the purpose of constructing, reconstructing, perpetually maintaining and operating said utilities in, over, under, above, through and across the property at the following location:

This easement is located in the Northwest Quarter (NW 1/4) of Section 22, Township 4 North, Range 6 East of the 6th Principal Meridian, Gage County, Nebraska, more particularly described as follows:

The East 10.00 feet of the following described parcel: Commencing at the Northwest Corner of the (NW 1/4) of said Section 22; thence N88°12'38"E 1486.80 feet along the North Line of said Section 22 to the Northeast Corner of the West 10 Acres of the (E 1/2) of the (NW1/4) of said Section 22; thence S02°07'39"E 1349.26 feet along the Easterly line of the West 10 Acres of the (E 1/2) of the (NW 1/4) of said Section 22 to a found 5/8 inch rebar; thence S88°24'20"W 677.99 feet along a line 1302.94 feet Northerly and parallel with the Southerly line of the (NW 1/4) of said Section 22 to the Point of Beginning; thence S02°09'02"E 299.72 feet (300' Deed) to the Northwest corner of Lot Two (2), Bauman Addition to the City of Beatrice; thence S88°22'44"W 60.00 feet to the Northeast corner of Lot One (1) of said Bauman Addition; thence N02°09'02"W 299.82 feet to a line 1302.94 feet Northerly and parallel with the Southerly line of the (NW 1/4) of said Section 22; thence N88°24'20"E along said line 60.00 feet to the Point of Beginning.

See Exhibit "A" attached

No buildings, improvements, or structures, shall be placed in, on, over or across said easement by the undersigned, their successors and assigns without express approval of the City of Beatrice. Any trees, grass or shrubbery placed on said easement shall be maintained by Grantors, their heirs, successors and assigns.

Said City shall cause any trench made on aforesaid realty to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the City and any of said construction work.

Said Grantors for themselves do confirm with the said City and its assigns, that they, the Grantors are well seized in fee of the above described property and that they have the right to grant and convey this easement in the manner and form aforesaid, and that they shall warrant and defend this easement to said City and its assigns against the lawful claims and demands of all persons.

Grantees agree to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of any power lines as provided for herein so as not to unreasonably disturb Grantors' use of its property. Grantees agree to return the easement area to its condition which existed prior to the installation of any improvements, including but not limited to the replacement of any sod, landscaping, paving, or other improvements that existed within the easement area at the date thereof.

991827

206
f 206/102

991827

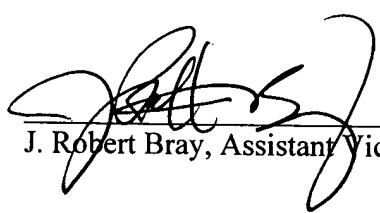
Grantee will forever waive and hold Grantors harmless for any claims, losses, causes of action, and suits which could arise from Grantees', their agents', employees' or invitees' use the easement herein granted and will indemnify Grantors for any losses suffered due to any such claims, causes of action or suits.

Grantees shall not interfere with Grantors' business operation while utilizing this easement, and shall not construct or reconstruct said utilities during the months of October, November and December.

This easement shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantors herein.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantors has hereunto set his hand and seal the day and year first above written.

 4/15/99
J. Robert Bray, Assistant Vice President

STATE OF ARKANSAS:

ss.

COUNTY OF BENTON :

The foregoing instrument was acknowledged before me this 15th day of, April 1999, by J. Robert Bray, Assistant Vice President, Wal-Mart ~~Estate Business Trust~~ Real Stores, Inc. RAB

My commission expires: 9-21-2005

Notary Public



Prepared by: RAB, 3-15-99
Checked by: RAB, 3-16-99
Approved by: RAB, 3-17-99
Approved to Form: _____

" NOTARY SEAL "
Karen S. Wall, Notary Public
Benton County, State of Arkansas
My Commission Expires 9/21/2005

Northwest Corner
NW1/4, Sec. 22,
T4N, R6E, 6th P.M.

N88d12'38"E
1486.80'

S02d07'39"E
1349.26'

S88d24'20"W
677.99'

60'

P.O.B.

10' General Utility Easement

N



SCALE : 1" = 60'
DATE : 3/23/99

299.82'

299.72'

BAUMAN'S

8TH ST.

ADD.

EXHIBIT "A"