

SANITARY SEWER SERVICE AGREEMENT

(Non-Abutting Properties)

KNOW ALL MEN BY THESE PRESENTS: That

Lincoln "Q" Company, a Nebraska general partnership,
of Lancaster County, Nebraska, hereinafter called "Applicant," having heretofore made application to the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City," for sanitary sewer service to be furnished from its sanitary sewer system to the following described premises, to wit:

See attached Exhibit "A" for legal description of premises.

hereby represents that he is the owner of the above described premises, and in consideration of the furnishing of such sanitary sewer service to the above described premises by the City, Applicant covenant with the City as follows:

1. Wherever the word "Applicant" is used hereinafter, it shall mean Applicant, Applicant's agents, lessees, heirs, successors, executors, administrators, grantees or assigns, and their singular.
2. Applicant hereby agrees that the sewer service furnished hereby shall be used only for the purpose of servicing the above described premises and no other.
3. Applicant further agrees that all the laws of the State of Nebraska and the Ordinances, Resolutions, Executive Orders and rules and regulations of the City of Lincoln, Nebraska, or the Mayor thereof, shall govern in all respects said sewer service in all matters connected in any way with such service, including but not limited to connections, fees, pipes, plumbing connected with said service, and applicant shall abide by and conform to all such Laws, Ordinances, Resolutions, Executive Orders or Rules and Regulations, and shall pay any and all such fees or charges thereby prescribed.
4. ~~The City may cancel this agreement at any time by giving Applicant thirty (30) days notice thereof and this agreement may be cancelled on the margin of the records in the Register of Deeds Office of Lancaster County, Nebraska, where this agreement is recorded.~~
5. Applicant waive any defense it may have in the future to any assessment by the City for any Sanitary Sewer District that may be established in the vicinity of the above described premises by the City in the event the above described premises are included within such Sanitary Sewer District, to the extent of an eight (8) inch sanitary sewer but not for any service over such eight inch sanitary sewer service.
6. Applicant has read this agreement, knows the contents thereof, and has not received any other promises or inducements from the City, its agents, employees, or officers, or any other persons to sign this agreement or to be bound thereby.
7. Applicant agrees and consents to the covenant herein contained and agrees further that this agreement is specifically made with reference to the hereinbefore described real estate and that said covenants shall attach to and run with the above described real estate and shall be binding upon said applicant and those persons described in paragraph 1 hereof.

IN WITNESS WHEREOF, Applicant has hereunto set his hand this 6th day of July 19 82

IN THE PRESENCE OF:

Fred R. Stuckey

State of MISSOURI)
County of JACKSON) ss.

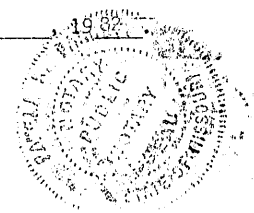
Before me, a Notary Public qualified for said County, personally came
Fred R. Stuckey

General Partner(s) of Lincoln "Q" Company,
a partnership, known to me to be (a) General Partner(s) and the identical
person(s) who signed the foregoing instrument and acknowledged the execution
thereof to be his/~~her/their~~ voluntary act and deed as such General Partner(s)
and the voluntary act and deed of said partnership.

WITNESS my hand and notarial seal on this 6th day of July

Pamela S. Parrett
Notary Public

My commission expires May 2, 1984



PAMELA S. PARRETT
NOTARY PUBLIC STATE OF MISSOURI
CLAY CO.
MY COMMISSION EXPIRES MAY 2 1984

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of ONE DOLLAR and the mutual benefits to be derived by the parties hereto from the facilities proposed hereinafter, the undersigned,

Lincoln "Q" Company, a Nebraska general partnership, does hereby grant, remise, and relinquish unto the LINCOLN TELEPHONE & TELEGRAPH COMPANY, a public service corporation, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, their successors and assigns, herein called the grantee, an easement, the purpose of which is to permit the construction, reconstruction, perpetual maintenance, and operation of electric power and telephone lines, whether underground or overhead or both, together with all necessary appurtenances, with the privilege and right of ingress and egress, for the purpose of constructing, reconstructing, repairing, operating, replacing, inspecting, maintaining, and removing said electric power and telephone lines, in, over, under, and above the following described real property in Lancaster County, Nebraska:

A blanket easement across a portion of Lot 233 I.T. in the Southeast Quarter of Section 21, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described on attached Exhibit "A".

To have and to hold the easement and rights herein granted unto the grantee and to the grantee's successors and assigns forever.

Dated this 6th day of July, 1982

Fred R. Stuckey

State of MISSOURI)
County of JACKSON) ss.

Before me, a Notary Public qualified for said County, personally came Fred R. Stuckey General Partner(s) of Lincoln "Q" Company, a partnership, known to me to be (a) General Partner(s) and the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/~~her~~/~~their~~ voluntary act and deed as such General Partner(s) and the voluntary act and deed of said partnership.

WITNESS my hand and notarial seal on this 6th day of July, 1982.

Pamela S. Parrett
Notary Public

My commission expires May 2, 1984

PAMELA S. PARRETT
NOTARY PUBLIC STATE OF MISSOURI
CLAY CO.
MY COMMISSION EXPIRES MAY 2 1984



EXHIBIT "A"

A parcel of property located within Lot 233 I.T. in the Southeast Quarter of Section 21, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the intersection of the centerlines of North 66th Street and "O" Street; thence on an assumed bearing of N 00°00'00" E along the centerline of North 66th Street, a distance of 1,028.00 feet; thence N 90°00'00" W along the extension of the south right-of-way line of "Q" Street, a distance of 33.00 feet to the northeast corner of said Lot 233 I.T., said point being the point of beginning; thence continuing N 90°00'00" W along the south right-of-way line of "Q" Street, a distance of 92.00 feet; thence S 00°00'00" E, a distance of 25.00 feet; thence N 90°00'00" W, a distance of 290.00 feet; thence S 00°00'00" E, a distance of 139.50 feet; thence N 90°00'00" W, a distance of 21.00 feet; thence S 00°00'00" E, a distance of 63.00 feet; thence N 90°00'00" W, a distance of 9.00 feet; thence S 00°00'00" E, a distance of 63.00 feet; thence N 90°00'00" W, a distance of 9.00 feet; thence S 00°00'00" E, a distance of 63.00 feet; thence S 00°00'00" E, a distance of 63.00 feet; thence N 90°00'00" W, a distance of 6.00 feet; thence S 00°00'00" E, a distance of 30.00 feet; thence N 90°00'00" E, a distance of 261.00 feet; thence S 00°00'00" E, a distance of 3.00 feet; thence N 90°00'00" E, a distance of 175.00 feet to a point on the west right-of-way line of North 66th Street; thence N 00°00'00" E along said west right-of-way line, a distance of 449.50 feet to the point of beginning;

EXCEPT a portion thereof, more particularly described as follows:

Commencing at the intersection of the centerlines of North 66th Street and "O" Street; thence on an assumed bearing of N 00°00'00" E along the centerline of North 66th Street, a distance of 1,028.00 feet; thence N 90°00'00" W along the extension of the south right-of-way line of "Q" Street, a distance of 33.00 feet to the northeast corner of said Lot 233 I.T.; thence S 00°00'00" E along the west right-of-way line of said North 66th Street, a distance of 274.50 feet; thence N 90°00'00" W, a distance of 35.00 feet to the point of beginning; thence S 00°00'00" E, a distance of 150.00 feet; thence N 90°00'00" W, a distance of 91.79 feet; thence N 00°00'00" E, a distance of 37.50 feet; thence N 90°00'00" W, a distance of 10.00 feet; thence N 00°00'00" E, a distance of 30.00 feet; thence N 90°00'00" E, a distance of 10.00 feet; thence N 00°00'00" E, a distance of 82.50 feet; thence N 90°00'00" E, a distance of 91.79 feet to the point of beginning.

AND EXCEPT a portion thereof, more particularly described as follows:

Commencing at the intersection of the centerlines of North 66th Street and "O" Street; thence on an assumed bearing of N 00°00'00" E along the centerline of North 66th Street, a distance of 1,028.00 feet; thence N 90°00'00" W along the extension of the south right-of-way line of "Q" Street, a distance of 33.00 feet to the northeast corner of said Lot 233 I.T.; thence S 00°00'00" E along the west right-of-way line of said North 66th Street, a distance of 25.00 feet; thence N 90°00'00" W, a distance of 35.00 feet to the point of beginning; thence S 00°00'00" E, a distance of 130.00 feet; thence N 90°00'00" W, a distance of 91.79 feet; thence N 00°00'00" W, a distance of 130.00 feet; thence N 90°00'00" E, a distance of 91.79 feet to the point of beginning.

AND EXCEPT the north 90.00 feet of the west 180.00 feet thereof.

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MICRO-FILED
GENERAL

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RECORDED
REGISTERED

1982 AUG 13 08:11:51

FILED FOR RECORD AS:
INST. NO. 82-12381

\$6.25

City Clerk