

EASEMENT

1. That Sears, Roebuck and Co. and Lincoln "Q" Company, herein called "Grantor", record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, herein called "Grantee", its successors and assigns, the right, privilege and easement to construct, reconstruct, maintain, operate and replace a sanitary sewer and appurtenances thereto belonging, over and through the following described real property, to-wit:

A 20.0' sanitary sewer easement located within Lot 233 I.T., SE 1/4, Section 21, T 10 N, R 7 E of the 6th P.M., Lancaster County, Nebraska. The centerline of said easement being described as follows: From the centerline of North 66th Street and "O" Street, thence North along the centerline of North 66th Street a distance of 1028.00', thence west along the extension of the South line of "O" Street a distance of 33.00' to the North-east corner of said Lot 233 I.T., thence along said South line of "O" Street a distance of 108.72' to the point of beginning, thence South 46°44' W using the East line of Lot 233 as a meridian a distance of 198.28' thence South 33°53' W a distance of 348.44' thence South 20°22' W a distance of 107.0', thence South 47°24' W a distance of 107.0' thence South 33°53' W a distance of 130.22', thence South 48°30' W a distance of 407.50' to a point 52.5' North from the centerline of "O" Street, thence Westerly parallel to "O" Street a distance of 90' more or less to the West line of said Lot 233 I.T. to the point of termination.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, Its successors and assigns, so long as such sanitary sewer shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said sanitary sewer and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose except the construction thereon of permanent buildings, and subject to (a) the right of Grantee to use the same for purposes herein expressed; (b) the provisions set forth in Paragraphs 2, 3 and 4 herein; and (c) any prior leases or easements of record heretofore granted to other parties.

2. It is understood (i) that Grantee shall bear the full expense of restoring the surface of the above described easement area (as the same may be improved pursuant to the provisions of Paragraph 4 hereof) to the same condition existing prior to any such installation, construction, maintenance, repair, operation, replacement, or removal of said sanitary sewer; (ii) that Grantee will reimburse Grantor, its successors or assigns, upon demand, for all damages to the surface and/or subsurface area of the premises and/or any property where improvements located thereon resulting from entry upon the above described property for the purpose of installing, constructing, maintaining, repairing, operating and replacing or removing said sanitary sewer line; and (iii) that any installation, operation, replacement or repair of said sanitary sewer line shall be performed by Grantee in an expeditious manner consistent with accepted construction practice so as to minimize interference with Grantor's operations on adjacent premises.


3. Grantee herein expressly assumes, as of the date of this instrument, all risk of loss, damage, or injury, of whatsoever kind, and expressly releases Grantor herein, its successors or assigns, from all claims of

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every kind or nature arising by reason of, or in connection with, the installation, construction, maintenance, repair, operation and removal of said sanitary sewer, and agrees to indemnify and hold harmless Grantor herein, its successors or assigns, from any and all claims, actions, or causes of action of any kind or nature, by any party, arising out of or resulting from the installation, construction, maintenance, repair, operation and replacement or removal of said sanitary sewer.

4. Grantor hereby expressly reserves the right (i) to use any subsurface easement areas, including the right to locate other utilities on the easement premises, provided such does not interfere with Grantee's use thereof nor create hazardous conditions thereon; (ii) to improve over the easement premises with landscaping, paving, sidewalks and curbs and gutters; and (iii) to relocate, at Grantor's sole cost, all or any part of said easement and all equipment and appurtenance thereto regarding said sanitary sewer line, provided Grantor provides Grantee with a reasonably suitable alternative location and Grantee consents to said removal, which consent may not be unreasonably withheld.

WITNESS the hand and seal of Grantor this 25th day of June, 1982.

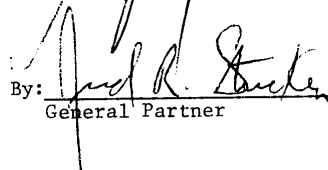
 A circular notary seal for the State of Illinois, containing the text "NOTARY PUBLIC STATE OF ILLINOIS" and "JULY 1980".

Assistant Secretary

SEARS, ROEBUCK AND CO.

By: 
Title: Real Estate Manager

APPROVED
T.P.S.
0766MW

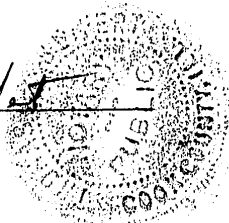
LINCOLN "C" COMPANY
By: 
General Partner

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

Before me, the undersigned Notary Public, personally appeared B. M. DeFano, Real Estate Manager for Sears, Roebuck and Co., a corporation, known to me to be the identical person who signed the foregoing and who acknowledged his execution of the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal this 25th day of June,
1982.

Thomas A. Siefert
Notary Public



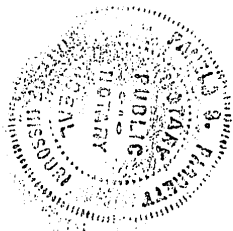
STATE OF MISSOURI) ss.
COUNTY OF JACKSON)

Before me, the undersigned Notary Public, personally appeared Fred R. Stuckey, General Partner of Lincoln "Q" Company, a Nebraska Partnership, known to me to be the identical persons who signed the foregoing and who acknowledged his execution of same to be his voluntary act and deed and the voluntary act and deed of said partnership.

WITNESS my hand and notarial seal this 30th day of June,
1982.

Pamela S. Parrett
Notary Public

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



LANCASTER, MISSOURI
REGISTER OF DEEDS
1982 AUG 24 AM 11:14

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INDEXED ON
NUMERICAL INDEX
FILED FOR RECORD AS:
INST. NO. 82- 12939

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