



**EASEMENT FOR UTILITY LINES AND/OR
UNDERGROUND UTILITY FACILITIES**

KNOW ALL MEN BY THESE PRESENTS:

That **RINGNECK DEVELOPMENT, LLC**, of **Douglas** County, Nebraska, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, the **City of Lincoln, Nebraska d/b/a LINCOLN ELECTRIC SYSTEM**, and **WINDSTREAM NEBRASKA, INC.**, (hereinafter referred to as Grantee, whether one or more) its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate, and remove all necessary underground electric facilities, fiber optic conduit, communications lines and other necessary at grade equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

**A TRACT OF LAND COMPOSED OF A PORTION OF LOT 8 I.T.,
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 10 NORTH, RANGE 06 EAST OF THE 6TH PRINCIPAL
MERIDIAN, LANCASTER COUNTY, NEBRASKA.**

The utility lines, underground facilities, and/or at grade equipment herein contemplated shall be located within the property described as follows:

**COMMENCING FROM THE SOUTHEAST CORNER OF SAID
SOUTHWEST QUARTER; THENCE ON AN ASSUMED BEARING OF
NORTH 00 DEGREES 14 MINUTES 27 SECONDS EAST, ALONG THE
EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00
FEET TO THE EXTENSION OF THE NORTH RIGHT-OF-WAY LINE
OF HOLDREGE STREET; THENCE NORTH 89 DEGREES 54 MINUTES
51 SECONDS WEST, ALONG THE SAID EXTENSION A DISTANCE OF
107.45 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW 48TH
STREET; THENCE NORTH 0 DEGREES 11 MINUTES 51 SECONDS
WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF NW 48TH
STREET, A DISTANCE OF 23.00 FEET TO THE POINT OF
BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00**

*Charge to PUU, Return
to Jennie, Real Estate*

SECONDS WEST, A DISTANCE OF 52.21 FEET TO A POINT; THENCE SOUTH 84 DEGREES 44 MINUTES 46 SECONDS WEST, A DISTANCE OF 117.35 FEET TO A POINT; THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST, A DISTANCE OF 28.53 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 12.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HOLDREGE STREET, SAID POINT BEING 33.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HOLDREGE STREET, SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 15.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST, A DISTANCE OF 1174.55 FEET TO A POINT; THENCE SOUTH 61 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 25.26 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HOLDREGE STREET, SAID POINT BE 33.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 54 MINUTES 51 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HOLDREGE STREET, SAID LINE BEING 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 31.57 FEET TO A POINT; THENCE NORTH 61 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 56.82 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 1221.17 FEET TO A POINT; THENCE NORTH 84 DEGREES 44 MINUTES 46 SECONDS EAST, A DISTANCE OF 117.34 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 52.85 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NW 48TH STREET; THENCE SOUTH 0 DEGREE 11 MINUTES 51 SECONDS EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NW 48TH STREET, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 21,638 SQUARE FEET, (0.50 ACRES) MORE OR LESS.

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said lines, underground utility facilities, and/or at grade equipment.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the utility lines, underground electric facilities, and/or at grade equipment used in connection therewith.

The Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any utility lines, underground facilities, and/or at grade equipment, however, in the event that all or part of the utility line, underground utility facilities, and/or at grade equipment which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, to maintain, repair or replace such utility lines, underground facilities, and/or at grade equipment; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the utility lines, underground electric facilities, and/or at grade equipment, the Grantee shall have no obligation to replace or provide utility lines, underground electric facilities, and/or at grade equipment across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide electric service to the property.

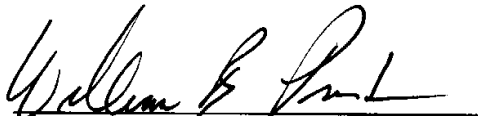
In determining the locations for further installation, the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors. Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses that do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and the Lincoln Municipal Code.

The Grantor agrees that should the utility lines, underground utility facilities, and/or at grade equipment hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this easement shall be of no further force and effect.

Signed the 16 day of May, 2016.

MIDWEST FIRST FINANCIAL, INC.,
Member of RINGNECK DEVELOPMENT,
LLC



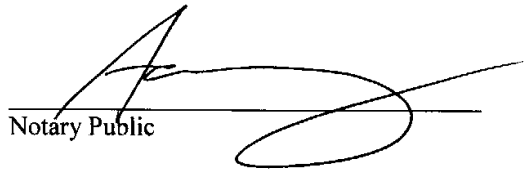
William B. Preston
President of Midwest First Financial, Inc.

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 16 day of May, 2016, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came William B. Preston, President of Midwest First Financial, Inc., Member of Ringneck Development, LLC, to me, known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his, voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Nebraska - General Notary
AARON WHALEY
My Commission Expires
August 1, 2019


Notary Public

State of Nebraska - General Notary
AARON WHALEY
My Commission Expires
August 1, 2019