

**REAL ESTATE PURCHASE AGREEMENT**  
**OF PARKING AREA FOR LINCOLN CHILDREN'S ZOO**

This Real Estate Purchase Agreement ("Purchase Agreement") is made and effective as of the date of execution of the last signing party by and between the **CITY OF LINCOLN, NEBRASKA ("CITY")**, a municipal corporation and political subdivision of the State of Nebraska and the **LINCOLN CHILDREN'S ZOO ("LCZ")**, a Nebraska nonprofit corporation.

WHEREAS, CITY currently owns property located generally at 2847 "A" Street, Lincoln, Nebraska, legally described as Lots 2-5, and a portion of Lot 1, all in Block 2, Zehring and Ames Addition, Lincoln, Lancaster County, Nebraska and a portion of a vacated east-west alley directly to the south of the aforementioned Lots 1-2, also in Lincoln, Lancaster County, Nebraska ("Realty").

WHEREAS, the nonprofit corporation LCZ has operated the Folsom Children's Zoo, now known as the Lincoln Children's Zoo ("Zoo"), on a triangular piece of real property generally bounded by 27<sup>th</sup> Street, Normal Boulevard, and "A" Street in Lincoln, Nebraska (the "Triangle") since 1959;

WHEREAS, LCZ has proposed to expand the footprint of the Zoo on the Triangle and needs to find alternative locations for overflow parking for LCZ use on property outside of the Triangle;

WHEREAS, LCZ desires to purchase from CITY and CITY desires to sell to LCZ the Realty south of "A" Street for expansion of the Zoo's parking in accordance with the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants provided for herein, the parties do agree as follows:

1. Agreement and Purchase Price. CITY, in consideration of a purchase price payment by LCZ in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) ("Purchase Price") agrees, subject to the terms and conditions set forth herein, to sell and convey to LCZ the Realty as legally described on Exhibit "A" and Exhibit "C" (the alley) shown on the maps in Exhibit "B" and Exhibit "D" (the alley), which shall be conveyed by special warranty deed in substantially the same form as shown in Exhibit "E", subject to retention of permanent utility easements, easements of record, and permitted exceptions, terms, and conditions as described herein. The first half of the Purchase Price in the amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) shall be made at time of closing, and the second half of the Purchase Price in the amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) shall be made no later than January 1, 2018. The payments shall be directed to CITY's advance land acquisition fund for purchase of additional green space or conservation areas.

2. Necessary Approvals. This Purchase Agreement is contingent upon CITY obtaining all necessary approvals under state law, municipal ordinances, or any other laws applicable to real estate purchases, prior to closing, including, but not limited to, review by the

Lincoln-Lancaster County Planning Commission and approval by the Lincoln City Council of an ordinance declaring the Realty surplus and authorizing sale under the terms provided herein to LCZ. In the event CITY does not obtain all necessary approvals by the closing date, the parties may agree to an extension of the closing date or either party may terminate the Purchase Agreement.

3. Evidence of Title. Prior to closing, LCZ may, at its sole expense, obtain a title commitment (the "Title Commitment") and an ALTA Survey (if required) for an ALTA owner's title insurance policy issued by a title insurance company duly authorized to do business in Nebraska (the "Title Company") covering title to the Realty and showing the condition of title to the Realty. The cost of the final title insurance policy shall be shared equally between City and LCZ. For purposes hereof, "Permitted Exceptions" shall mean (i) covenants, conditions and restrictions of record which shall be approved by LCZ if they do not interfere with LCZ's intended use of the Realty; (ii) taxes not yet due and payable; (iii) public utility easements of record which shall be approved by LCZ, if they do not interfere with LCZ's intended use of the Realty; (iv) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which CITY is willing to and does so remove at closing; (v) title exceptions caused by the acts or omissions of LCZ; (vi) easements and use restrictions to be granted under this Purchase Agreement; and (vii) any other title exceptions shown on the Title Commitment and which are not properly and timely objected to by LCZ. LCZ agrees to review the Title Commitment and advise CITY whether the Title Commitment discloses exceptions to title other than Permitted Exceptions or discloses matters that render title to the Realty unmarketable. LCZ shall notify CITY of such title defects within ten (10) days after receipt of the Title Commitment, and CITY shall have ten (10) days after written notice of such defects from LCZ to have the exceptions removed from the Title Commitment or to have the title insurer commit, in writing in a form and substance that is acceptable to LCZ, to insure against loss or damage that may be occasioned by such exceptions or defects. In the event that CITY shall be unable to or unwilling to correct such title defects within the ten (10) day period, LCZ shall have the option, by written notice delivered to CITY within ten (10) days after expiration of the cure period, to either terminate this Purchase Agreement or take title to the Realty subject to such exceptions and defects. In the event LCZ provides timely notice to terminate this Agreement, the Purchase Agreement shall be deemed terminated, and the parties shall have no further obligation to one another. In the event LCZ elects to take title to such exceptions or defects, said exceptions or defects shall be deemed to be Permitted Exceptions.

4. Closing. At the closing, the parties will execute and deliver all deeds and other documents reasonably necessary to consummate the sale and purchase of the Realty pursuant to the terms of this Purchase Agreement and shall pay all monies called for hereunder. Closing shall occur within thirty (30) days after the latter to occur of: (a) approval of the sale and surplus property declaration by City Council; and (b) LCZ's completion of its investigations of the Realty; however, closing must occur on or before February 1, 2017. Seller shall be obligated to prepare the deed. City is a political subdivision, which should make this transfer exempt from payment of Nebraska documentary stamp taxes, if any, relating to the transfer. Buyer shall be obligated to prepare a Real Estate Transfer Statement and to pay the cost, if any, of filing said deed. In the event the parties mutually agree to use a title company is used to close the transaction, Buyer and Seller shall each pay one-half of the cost of any and all escrow and closing services performed by said title company. Each party shall bear all its own expenses in

the negotiation, execution, and performance of this Purchase Agreement. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Purchase Agreement. Possession of the Realty shall be given to LCZ at closing, and the risk of loss or damage to the Realty shall rest with CITY until the time of delivery of possession.

5. No Brokers. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee in connection with the purchase contemplated by this Purchase Agreement; and each party warrants to the other party that it shall indemnify and hold the other party harmless for all claims of any person for brokers' or agents' commissions or finder fees making claim through it in connection with the sale.

6. Taxes. Any real estate taxes or special assessments on the Realty prior to the date of closing, if any, shall be paid by CITY at or prior to closing. Any real estate taxes or special assessments on the Realty after the date of closing, if any, shall be paid by LCZ. If the Realty is not otherwise exempt from real estate taxes, the taxes for the year of closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

7. Environmental; Tests. LCZ and its agents or representatives shall have the right to have access to the Realty to perform the ALTA survey described above and any types of environmental studies, including without limitation, Phase I and Phase II environmental site assessments and/or full site characterizations to identify the vertical and horizontal extent of any environmental contamination that exists on the Realty (collectively "Tests"). A copy of the Tests together with related documents, reports and test reports shall be delivered to the CITY. LCZ and its agents or representatives shall be responsible for and hereby agree to indemnify and hold CITY harmless from any damages, loss, or expenses as a result of any damages arising out of any entry or use of the Realty as a result of the due diligence or Tests undertaken by LCZ or its representatives. LCZ and its representatives shall take all reasonable efforts to maintain the security of the Realty while performing any Tests on the Realty, and shall, in the event of any termination of this Purchase Agreement, promptly repair any damage to the Realty, including fill in of any holes bored on the Realty. LCZ shall have until closing to conduct all Tests. In the event LCZ determines to its reasonable satisfaction based upon the Tests that there exists environmental hazards, materials, or liabilities or other matters which are material to the use of the Realty, then LCZ's sole remedy shall be the right to terminate this Purchase Agreement and LCZ may exercise this right at any time prior to closing. CITY shall have no obligation to correct any defects or environmental hazards or materials, liabilities or other matters.

8. As Is. LCZ hereby acknowledges that LCZ has personally examined the Realty prior to entering into this Purchase Agreement. This Purchase Agreement is based upon LCZ's personal inspection of the Realty and not upon any representation or warranties or conditions by CITY or CITY's agents. LCZ acknowledges that it has not been influenced to enter into this transaction, nor has LCZ relied upon any warranties or representations not set forth or incorporated in this Purchase Agreement, the Lease Agreement, Operating Agreement, or otherwise previously made in writing. CITY makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the use, title, condition, code or law

compliance, or occupation of the Realty with respect to the physical or structural condition of the Realty, the Realty's compliance with the Americans with Disabilities Act, or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the Realty and hereby disclaims any implied warranty regarding the fitness for any particular purpose, quality or merchantability of the Realty or any portion thereof. Except to the extent otherwise provided in this Purchase Agreement, the Realty shall be conveyed to LCZ on an "AS-IS, WHERE-IS" basis without any representations or warranties of any kind, express or implied. The parties agree that CITY shall not be required to make or remove any improvements to the Realty. From and after closing, CITY shall be released and indemnified from all responsibility and liability to LCZ regarding the condition of the Realty, including environmental conditions, valuation, salability or utility of the Realty, or its suitability for any purpose whatsoever. LCZ agrees that it will not seek to recover from CITY any costs that may be incurred for the clean-up or remediation in any manner of any toxic or hazardous materials, substances or wastes as may exist in, on, under or affecting the Realty, or which may have first originated on the Realty regardless of where now located, and specifically waives any right to recovery thereof. This section shall survive closing.

9. Zoning and Use. CITY shall initiate a change of zone with the Lincoln-Lancaster County Planning Department. The Realty currently has zoning classifications of B-3. Adjacent property has zoning classifications of P Public Use District, R-4 Residential District, and R-6 Residential District. CITY is proposing to change the zoning for all of the Realty to R-6 Residential District zoning. LCZ consents to and agrees with the change of zone to R-6 Residential District and intends to use the Realty for only those purposes provided by the proposed zoning as provided in Lincoln Municipal Code or attendant standards or regulations, primarily for a surface parking area. LCZ shall apply for a special permit for a parking area on the Realty and any adjacent property owned by LCZ. CITY shall also apply for street and alley vacation of a portion of South 29<sup>th</sup> Street right-of-way, and a portion of the east-west alley south of Lots 1-2 that is incorporated as a part of the Realty described and shown in Exhibit "B" and Exhibit "D", to facilitate use of the Realty as a parking area for the Zoo. Any construction of a parking area on the Realty shall meet CITY design standards and specifications, including any landscaping requirements except as may be provided in the Special Permit No. 16047 or otherwise required in other agreements. LCZ shall apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the construction of a parking area. Any development shall also be generally subject to any CITY, state, and federal ordinance, statutes, or rules and regulations. LCZ understands that the parking area requires a twenty foot (20') setback from "A" Street. LCZ also understands that R-6 Residential District zoning does not allow for a parking structure, which will require a change of zone and additional approvals. If the Realty shall continue to be used as a parking area, LCZ agrees to improve Phase 2 of the parking area from gravel to hard surfacing according to CITY design standards for parking lots no later than two (2) years according to the terms approved in the Special Permit and any associated Waivers.

10. Right of First Refusal. LCZ grants to the CITY an irrevocable and exclusive right of first refusal to purchase all or part of the Realty from LCZ (the "Right of First Refusal") in the event LCZ ever decides to sell, transfer, or alienate the Realty. This Right of First Refusal shall be effective as of the date that the special warranty deed is recorded with the Register of Deeds of Lancaster County, Nebraska and shall continue for the next ninety-nine (99) years. This Right of First Refusal shall be applicable to the Realty or any portion thereof and all buildings,

structures and other permanent improvements constructed thereon. There shall be no sale or transfer of the Realty to a third party before first offering CITY the right to purchase the Realty upon the same terms and conditions as the offer to sell or purchase with a specific or unknown third party. In the event LCZ receives an offer from a third party to purchase the Realty, LCZ shall provide written notice thereof to the Mayor of CITY, together with a copy of any existing offer, by United States first class certified mail, return receipt requested, advising the Mayor that LCZ desires to sell the Realty pursuant to the terms of the existing offer. At any time within sixty (60) days following the receipt by the Mayor of CITY of the notice, CITY may deliver to LCZ a written notice by United States first class certified mail, return receipt requested, formally advising LCZ that CITY will purchase the Realty. If the CITY provides to LCZ the notice to exercise its right of first refusal, within said sixty (60) day period, LCZ shall sell the Realty to CITY. In the event that CITY fails to provide to LCZ written notice required to exercise its Right, then the Right of First Refusal shall be deemed null and void as to this offer, and LCZ may sell the Realty according to the terms of the offer. In the event the sale under said third party's offer is not completed within one (1) year from the expiration of said sixty (60) day period, this Right of First Refusal shall apply to any subsequent offer from a third party to purchase the Realty.

11. Construction of Agreement. This Purchase Agreement, which may be executed in multiple counterparts, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both CITY and LCZ. The captions are used only as a matter of convenience and are not to be considered a part herein or to be used in determining the intent of the parties to it. This Purchase Agreement shall be governed and construed by and under the laws of the State of Nebraska. If for any reason whatsoever, any one or more of the provisions of this Purchase Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of inoperative, unenforceable, or invalid. All terms, conditions, and warranties contained in this Purchase Agreement shall survive the execution and closing. No inference shall be drawn, either against or in favor of any party, based on the drafting of any portion hereof. The parties agree that time is of the essence in performing the obligations herein. This Purchase Agreement constitutes the entire understanding of the parties with respect to the Realty and sale hereof and supersedes all prior representations, agreements, or understandings.

[SIGNATURE PAGE TO FOLLOW]



## LEGAL DESCRIPTION SURPLUS PROPERTY

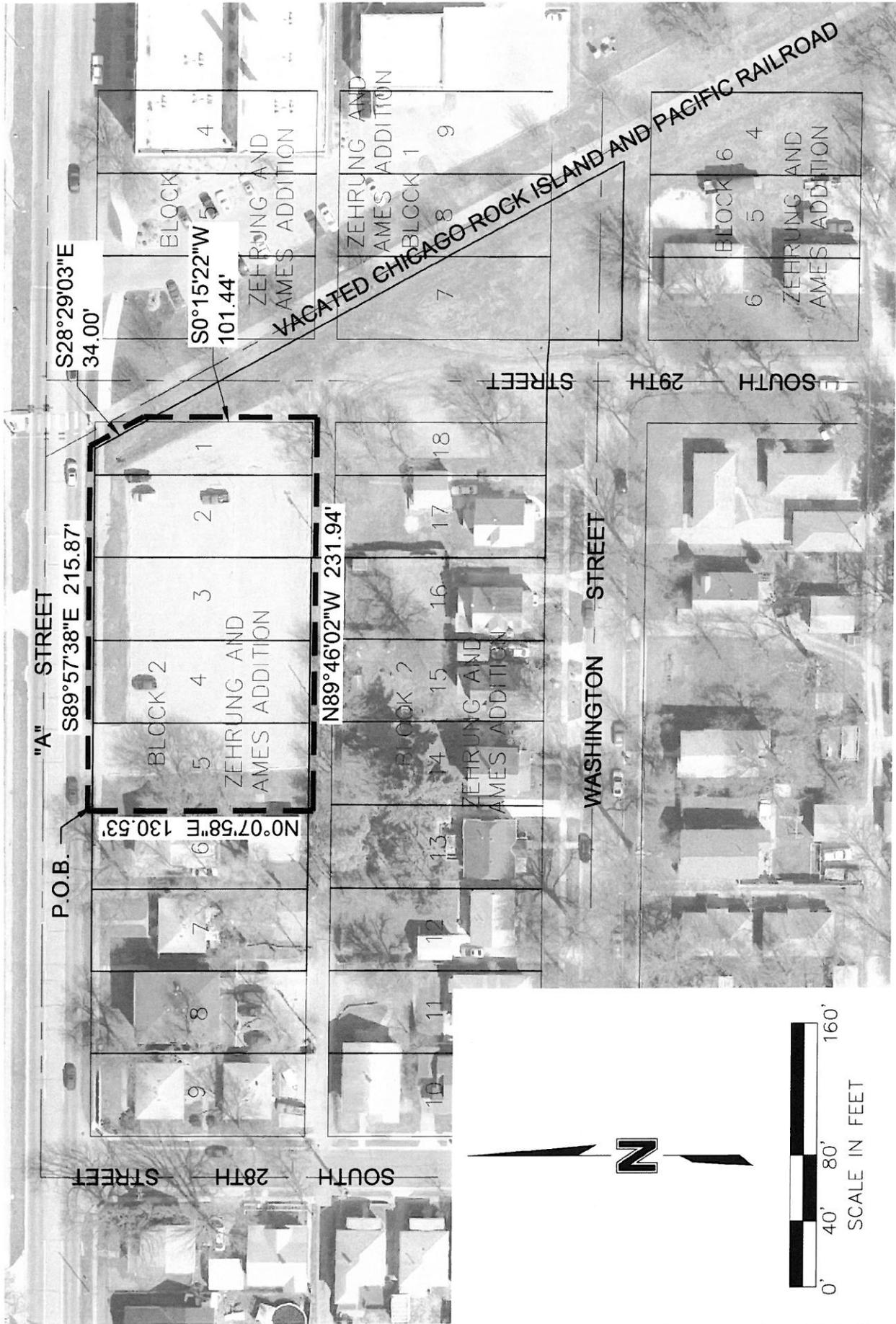
A TRACT OF LAND COMPOSED OF LOTS 2 THROUGH 5, AND A PORTION OF LOT 1, ALL IN BLOCK 2, ZEHRUNG AND AMES ADDITION, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 2, ZEHRUNG AND AMES ADDITION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF "A" STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 5, AND ON THE NORTH LINE OF LOTS 4 THROUGH 1, BLOCK 2, ZEHRUNG AND AMES ADDITION, SAID LINE BEING THE SOUTH LINE OF SAID RIGHT-OF-WAY, SAID LINE ALSO BEING 33.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M. ON AN ASSUMED BEARING OF S89°57'38"E, A DISTANCE OF 215.87' TO A POINT LOCATED 10.00' WEST OF AND PERPENDICULAR TO THE CENTER LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY, THENCE S28°29'03"E, ON A LINE 10.00' SOUTH OF AND PARALLEL THE CENTER LINE OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 34.00' TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 1, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 29TH STREET; THENCE S00°15'22"W, ON THE EAST LINE OF SAID LOT 1, SAID LINE BEING THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 101.44' TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE NORTH LINE OF THE EAST-WEST ALLEY IN BLOCK 2, ZEHRUNG AND AMES ADDITION; THENCE N89°46'02"W, ON THE SOUTH LINE OF SAID LOT 1, AND ON THE SOUTH LINE OF SAID LOTS 2 THROUGH 5, SAID LINE BEING THE NORTH LINE OF SAID EAST-WEST ALLEY, A DISTANCE OF 231.94' TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE N00°07'58"E, ON THE WEST LINE OF SAID LOT 5, A DISTANCE OF 130.53' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 30,139.14 SQUARE FEET OR 0.69 ACRES, MORE OR LESS.

THURSDAY, SEPTEMBER 08, 2016  
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PROPERTY.DOC

DMC: F:\2016\0501-1000\016-0630\40-Design\SURVEY\SRVY\EXHIBITS\Legal Drawings\016-0630\_Legal Other.dwg  
 DATE: Sep 08, 2016 3:09pm  
 USER: mjohnson  
 XREFS: V\_SURVEY\_160630

PROJECT NO: 016-0630	<b>SURPLUS PROPERTY LEGAL DESCRIPTION</b>		601 P Street, Suite 200 P.O. Box 84608 Lincoln, NE 68508 TEL 402.474.6311 FAX 402.474.5160	EXHIBIT
DRAWN BY: MRJ			A	
DATE: SEPT. 8TH, 2016				



DWG: F:\2016\C501-1200\016-0630\40-Design\Survey\SRVY\Exhibits\Legal Drawings\016-0630\_Surplus Property.dwg  
 DATE: Sep 13, 2016 10:18am XREFS: V-SURVEY\_160630 2013 LINCOLN AERIAL  
 USFR: bwilken

PROJECT NO: 016-0630  
 DRAWN BY: MRJ  
 DATE: SEPT. 8TH, 2016

**SURPLUS PROPERTY EXHIBIT**



601 P Street, Suite 200  
 P.O. Box 84608  
 Lincoln, NE 68508  
 TEL: 402.474.6311  
 FAX: 402.474.5160

EXHIBIT  
**B**

**LEGAL DESCRIPTION  
ALLEY VACATION**

A TRACT OF LAND COMPOSED OF A PORTION OF THE EAST-WEST ALLEY LOCATED IN BLOCK 2, ZEHRUNG AND AMES ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

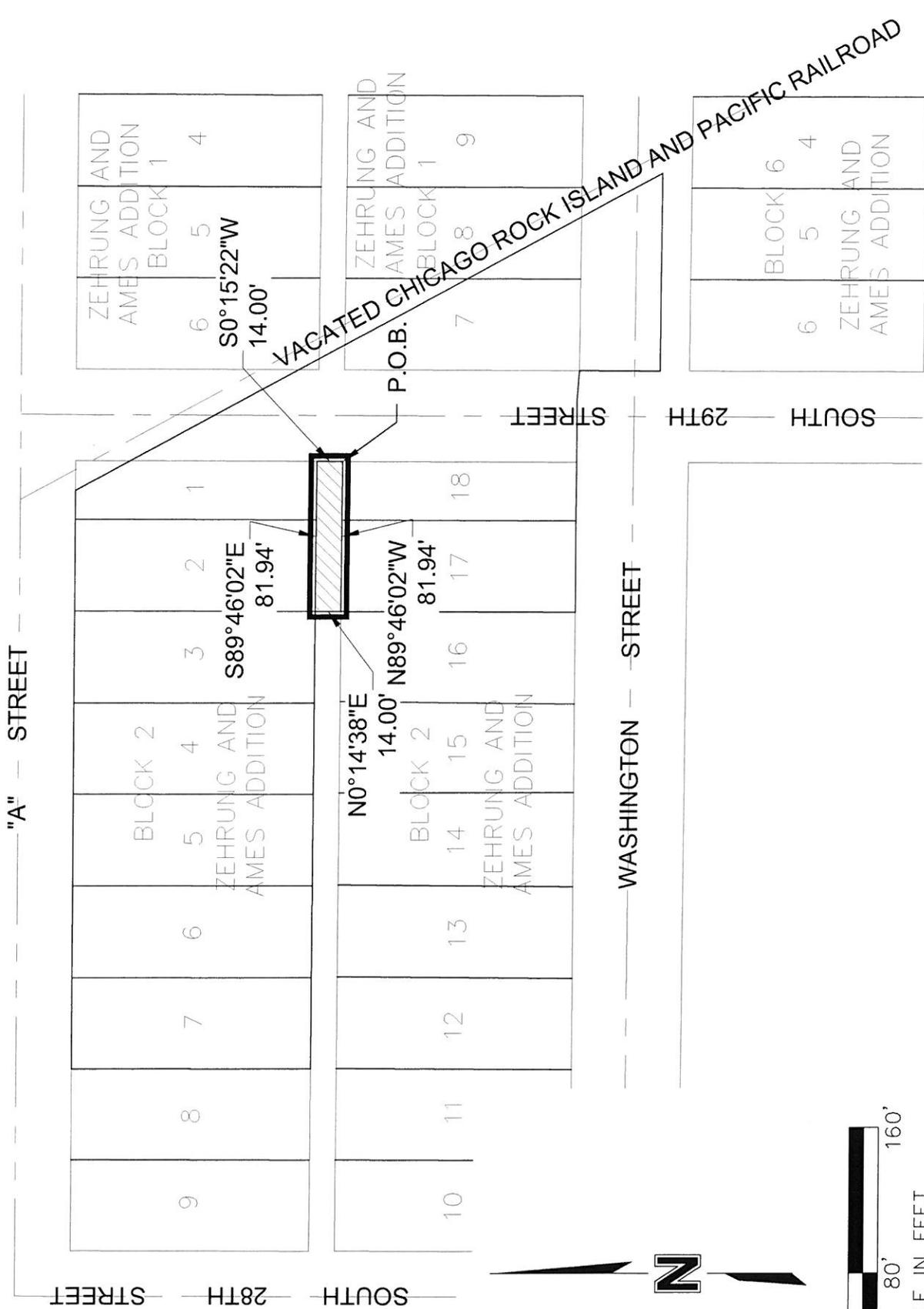
COMMENCING AT THE NORTHEAST CORNER OF LOT 18, BLOCK 2, ZEHRUNG AND AMES ADDITION, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF SOUTH 29TH STREET, AND ON THE SOUTH LINE OF THE EASE-WEST ALLEY LOCATED IN BLOCK 2, ZEHRUNG AND AMES ADDITION, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 18, AND ON THE NORTH LINE OF LOT 17, BLOCK 2, ZEHRUNG AND AMES ADDITION, SAID LINE BEING THE SOUTH LINE OF SAID EAST-WEST ALLEY, ON AN ASSUMED BEARING OF N89°46'02"W, A DISTANCE OF 81.94' TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE N00°14'38"E, ON A NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 17, A DISTANCE OF 14.00' TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID EAST-WEST ALLEY, SAID POINT BEING ON THE SOUTH LINE OF LOT 2, BLOCK 2, ZEHRUNG AND AMES ADDITION; THENCE S89°46'02"E, ON THE SOUTH LINE OF SAID LOT 2, AND ON THE SOUTH LINE OF LOT 1, BLOCK 2, ZEHRUNG AND AMES ADDITION, SAID LINE BEING THE NORTH LINE OF SAID EAST-WEST ALLEY, A DISTANCE OF 81.94' TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 29TH STREET; THENCE S00°15'22"W, ON THE WEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 14.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 1,147.14 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

THURSDAY, SEPTEMBER 08, 2016

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DMC: F:\2016\0501-1000\016-0630\40-Design\Survey\SRVY\EXHIBITS\Legal Drawings\016-0630\_ROW\_Vacation.dwg  
 USER: mjohnson  
 DATE: Sep 08, 2016 3:55pm  
 XREFS: V\_SURVEY\_160630

PROJECT NO: 016-0630	<b>ALLEY VACATION LEGAL DESCRIPTION</b>		601 P Street, Suite 200 P.O. Box 84608 Lincoln, NE 68508 TEL 402.474.6311 FAX 402.474.5160	EXHIBIT
DRAWN BY: MRJ			<b>C</b>	
DATE: SEPT. 8TH, 2016				



PROJECT NO: 016-0630	<b>OLSSON</b> ASSOCIATES	ALLEY VACATION EXHIBIT	EXHIBIT
DRAWN BY: MRJ			D
DATE: SEPT. 8TH, 2016			

601 P Street, Suite 200  
 P.O. Box 84608  
 Lincoln, NE 68508  
 TEL 402.474.6311  
 FAX 402.474.5160

**SPECIAL WARRANTY DEED**

The Grantor, **CITY OF LINCOLN, NEBRASKA** ("Grantor"), a municipal corporation, organized and existing under and by virtue of the laws of the State of Nebraska, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto **LINCOLN CHILDREN'S ZOO** ("Grantee"), a Nebraska nonprofit corporation, all the right, title, interest, and claim which the said Grantor has in and to the real property legally described and shown on the attached Exhibits A-D ("Realty"), excepting and reserving certain easements to the City of Lincoln, Nebraska, its successors and assigns.

To have and hold the above described Property together with all tenements, hereditaments, and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever, except that title shall be taken subject to:

1. Any restrictive covenants, mineral rights, reservations or other conditions of record and the easements reserved herein;
2. Any facts, rights, interest, discrepancies, or claims which are not shown by the public records but which could be ascertained by an ALTA survey of the property or by making inquiry of persons in possession thereof;
3. Any unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water;
4. A five feet (5') easement on the south property line and a fifteen feet (15') easement on the north property line reserved for Lincoln Electric System.

Grantor hereby excepts and reserves in perpetuity to itself and to any person, firm, or corporation, public or private, lawfully engaged in a utility operation as of the date of this Deed, their successors and assigns, easements for and rights of access to any and all existing electrical power and light, telephone, sanitary sewer, water service, open or underground storm sewer or drainage, gas service, and community antenna television utilities in, through, over, upon or under the Realty. Said exceptions and reservations apply to the current location of any such utilities and include, but are not limited to, in current locations, operate, maintain, repair, re-place, and remove such utilities, including lines, conduits, cables, wires, poles, mains, meters, pipes, and all appurtenances thereto.

Grantor for itself and its successors does hereby covenant with the Grantee and with Grantee's heirs and assigns that:

1. Grantor is lawfully seized of the Realty;
2. The Realty is free from all liens, assessments, taxes, restrictions, covenants, and encumbrances, but subject to the easements reserved herein and easements and restrictions of record and facts that may be disclosed or described by an accurate survey or inspection of the Realty; and
3. Grantor has good, right, and lawful authority to convey the Realty.

In witness whereof, Grantor has hereunto caused its corporate seal to be affixed and these presents signed by its Mayor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF LINCOLN, NEBRASKA,  
A municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by Chris Beutler, Mayor of the City of Lincoln, Nebraska.

\_\_\_\_\_  
Notary Public