

# RIGHT OF WAY EASEMENT

That Salt-Wahoo Watershed District, a political subdivision of the State of Nebraska (now Lower Platte South Natural Resources District)

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 and OVC), duly paid, the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, d/b/a LINCOLN ELECTRIC SYSTEM, its successors and assigns, herein called "LES" as follows:

The permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto including structures, structure foundations, poles, pole foundations, down guys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across the following described real property, to-wit:

DESCRIPTION of a 70.0' Wide Transmission Line Easement located on a part of the West Eighty and No Tenths (80.0) feet of Lot 9, Union Land Company Subdivision in the City of Lincoln, Lancaster, County, Nebraska more particularly described as follows:

Referring to the Northwest corner of Lot 9, Union Land Company Subdivision, thence in a Southerly direction along the West line of said Lot 9 a distance of Fifteen and Eight Hundredths (15.08) feet to the Point of Beginning. Thence continuing in a Southerly direction along the West line of said Lot 9 on a bearing of S 01° 37' 00" E a distance of Seventy and No Tenths (70.0) feet. Thence N 88° 25' 14" E a distance of Eighty and No Tenths (80.0) feet. Thence N 01° 37' 00" W a distance of Seventy and No Tenths (70.0) feet. Thence S 88° 25' 14" W a distance of Eighty and No Tenths (80.0) feet to the Point of Beginning and containing a calculated area of 5,600 Square Feet.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, d/b/a/ LINCOLN ELECTRIC SYSTEM, its successors and assigns, forever, or until released by LES.

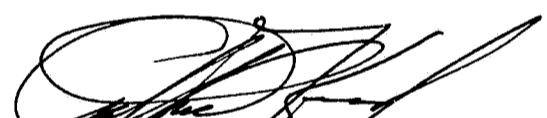
LES shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, shrubs, roots, limbs, or other surface materials which now or at any future time are located on, overhang, or extend onto the easement area and which interfere with or jeopardize lines to be constructed or installed by the terms of the easement. Grantor hereby grants to LES the right to top or remove any trees which, in falling would come within 15 feet of the nearest electric line conductor. LES will remove all brush, trimmings and debris at its expense.

It is 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 of buildings or structures, storage of any flammable material, metal, or other personal property, or use of the area in any way which would, in the judgement of LES, endanger or be a hazard to or interfere with, the rights of LES to use the same for the purpose herein expressed in accordance with the terms hereof and subject to any prior leases or easements of record heretofore granted to other parties. Grantor shall not change or alter the grade of the right-of-way described hereinabove without the prior written approval of LES.

As soon as possible following completion of any construction by LES in the easement area, LES will cause to be removed from the property hereinabove described all debris and construction equipment and restore the premises to the extent practical. Any damage to crops of Grantor or any tenant resulting from the entry upon the property of Grantor for construction, maintenance, or repair purposes shall be paid to Grantor or Grantor's tenant as determined by agreement of the parties or as determined by law.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, lessees, successors, and assigns of the respective parties, and the easements, rights, obligations, and privileges of LES created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure, or lack of use by LES for any period of time.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

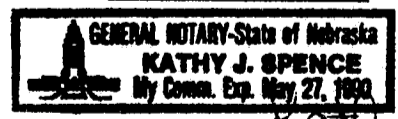
  
\_\_\_\_\_  
Salt-Wahoo Watershed District, a political subdivision of the State of Nebraska (now Lower Platte South Natural Resources District)


Arthur L. Knox

STATE OF Nebraska  
COUNTY OF Lancaster

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 1988, by Arthur L. Knox, the Chairman (title) of LPSNRD corporation, on behalf of the corporation.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ (title) of \_\_\_\_\_ corporation, on behalf of the corporation.



  
Notary Public

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

LANCASTER COUNTY, NEBR.

Dan Felt  
REGISTER OF DEEDS

**\$5.50**

1988 JUL 28 PM 4:18

INDEXED  
MICRO-FILED  
GENERAL

INST. NO. 88-21783

Le  
S. Thomas