

# RIGHT OF WAY EASEMENT

That W. E. Brinkman and Elizabeth J. Brinkman

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 Transmission Line Easement located on a part of Lot 9, Union Land Company Subdivision in the East One-Half of the Northeast Quarter of the Northeast Quarter of Section 27, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska more particularly described by metes and bounds as follows:

Referring to the Northwest corner of Lot 9, Union Land Company Subdivision. Thence in an Easterly direction along the North line of said Lot 9 on an assumed bearing of N 88° 22' 08" E a distance of Eighty and No Tenths (80.0) feet. Thence S 1° 37' 00" E on a line parallel to and Eighty and No Tenths (80.0) feet East of the West line of said Lot 9 a distance of Eighty-Five and Fifteen Hundredths (85.15) feet to the Point of Beginning. Thence continuing in a Southerly direction on a bearing of S 1° 37' 00" E parallel to and Eighty and No Tenths (80.0) feet East of the West line of said Lot 9 a distance of Thirty and No Tenths (30.0) feet. Thence N 88° 25' 14" E a distance of Three and Fifty-One Hundredths (3.51) feet. Thence S 18° 52' 09" E a distance of Fifty-Four and Fifty-Two Hundredths (54.52) feet. Thence N 71° 07' 51" E a distance of Twenty-and No Tenths (20.0) feet. Thence N 18° 52' 09" W a distance of Forty-Eight and Three Tenths (48.3) feet. Thence N 88° 25' 14" E a distance of Two Hundred Forty-Six and Five Hundredths (246.05) feet. Thence N 69° 15' 32" W a distance of Seventy-Eight and Ninety-Nine Hundredths (78.99) feet. Thence S 88° 25' 14" W a distance of One Hundred Ninety-Seven and Forty-Six Hundredths (197.46) feet to the Point of Beginning and containing a calculated area of 8,048 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 12 day of October, 1989

W.E. Brinkman  
W. E. Brinkman

Elizabeth J. Brinkman  
Elizabeth J. Brinkman

STATE OF \_\_\_\_\_  
COUNTY OF LANCASTER

Before me, a Notary Public, qualified for and in said County, personally came W.E. Brinkman & Elizabeth J. Brinkman known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

Stephen R. Hanks

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, qualified for and in said County, personally came \_\_\_\_\_ known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

BLOCK NO  
CODE W/LAco  
CHECKED [initials]  
ENTERED [initials]  
INDEXED [initials]

LANCASTER COUNTY, NEBR.  
Dan Gallo  
REGISTER OF DEEDS

\$5.50

1988 OCT 13 PM 1:39

ENTERED IN  
NUMBER \_\_\_\_\_  
FILED FOR RECORD AS

INST. NO. 88- 31962

*Returned to Grantor  
& Shared with [unclear]*