

83944

RIGHT OF WAY EASEMENT

That National Bank of Commerce Trust and Savings Association, Trustee,

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:

A One-Third (1/3) Interest in the Attached Exhibit "A"

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, rocks, 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 this 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 16 day of September, 19 73.

x By: Royd M. Green Vice-President & Trust Officer
National Bank of Commerce Trust & Savings Association, Trustee

STATE OF _____
COUNTY _____

STATE OF Nebraska
COUNTY OF Lancaster

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.

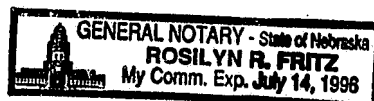
Before me, a Notary Public, qualified for and in said County, personally came Royd M. Green known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal on this ____ day of _____, 19 ____.

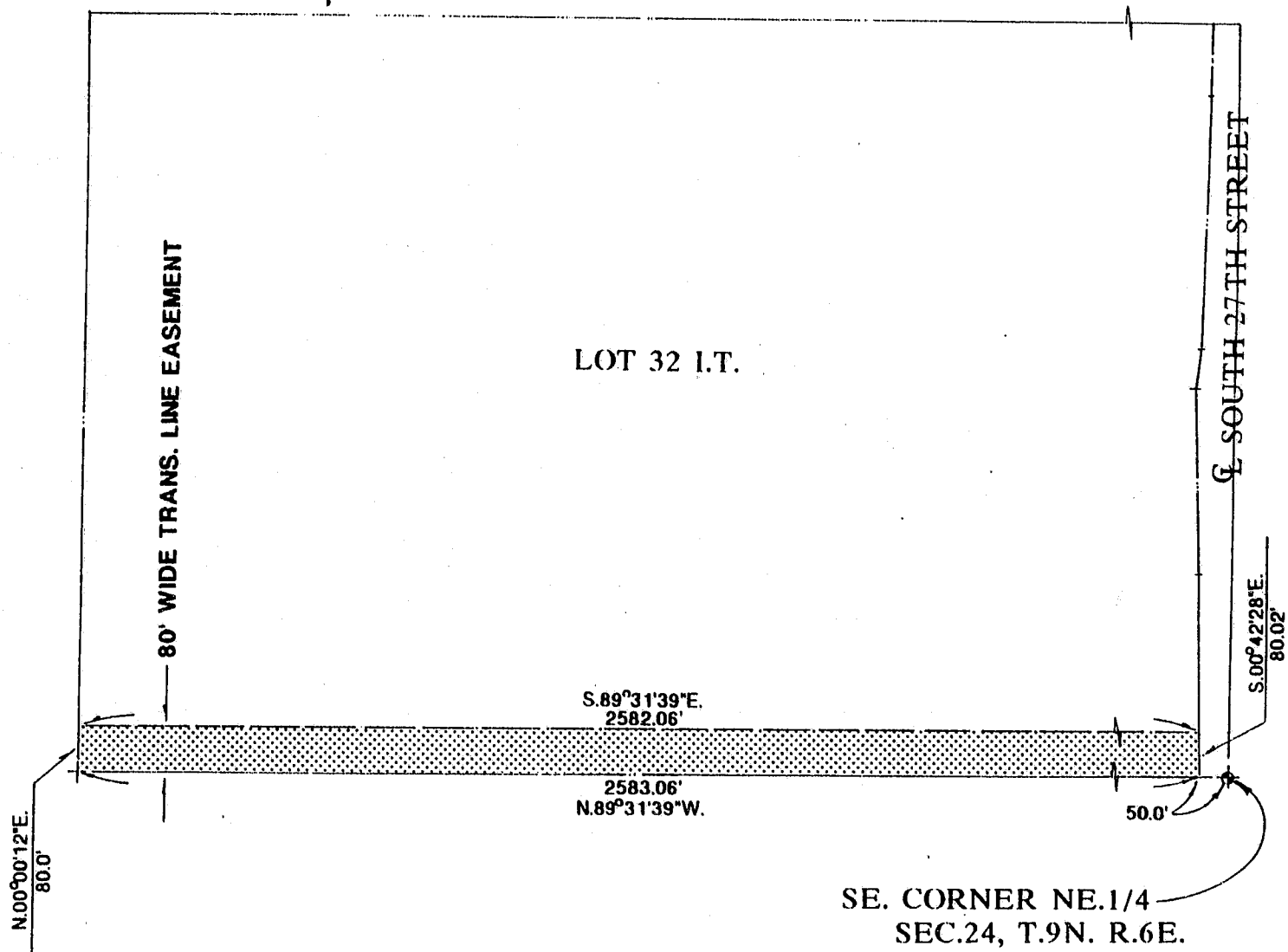
WITNESS my hand and notarial seal on this 16th day of September, 19 73.

Notary Public

Rosilyn R. Fritz
Notary Public



L.E.S. TRANSMISSION LINE EASEMENT



EASEMENT AREA = 206,601 SQ. FT.

LEGAL DESCRIPTION:

EASEMENT ACROSS THE SOUTH 80' OF LOT 32 I.T. LOCATED IN THE S.1/2 OF THE NE.1/4 OF SEC. 24 T.9N. R.6E.

Date: 7/1/1992

Scale: 1" = 300'

Drawing No. # 11

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EXHIBIT 'A'

Tract # 11

DESCRIPTION of a Eighty and No Tenths (80.0) foot Wide Transmission Line Easement located on the South Eighty and No Tenths (80.0) feet of Lot 32 of Irregular Tracts located in the South One-Half of the Northeast Quarter of Section 24, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described by metes and bounds as follows:

Referring to the Southeast corner of the Northeast Quarter of Section 24, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska. Thence in a Westerly direction along the South line of the South One-Half of the Northeast Quarter of said Section 24 a distance of Fifty and No Tenths (50.0) feet to the Southeast corner of Lot 32 of Irregular Tracts and Point of Beginning. Thence continuing on the last described course on an assumed bearing of N 89° 31' 39" W a distance of Two Thousand Five Hundred Eighty-Three and Six Hundredths (2,583.06) feet to the Southwest corner of said Lot 32 of Irregular Tracts. Thence N 00° 00' 12" E along the West line of said Lot 32 of Irregular Tracts a distance of Eighty and No Tenths (80.0) feet. Thence S 89° 31' 39" E on a line parallel to and Eighty and No Tenths (80.0) feet North of the South line of said Lot 32 of Irregular Tracts a distance of Two Thousand Five Hundred Eighty-Two and Six Hundredths (2,582.06) feet to a point on the East line of said Lot 32 of Irregular Tracts. Thence S 00° 42' 28" E along the East line of said Lot 32 of Irregular Tracts a distance of Eighty and Two Hundredths (80.02) feet to the Point of Beginning and containing a calculated area of 206,601 Square Feet.

CERTIFICATION:

I hereby certify the location of the Proposed Easement on the property described above. The centerline of which was located by me.

Signed this 2nd day of July, 1992

Kerry W. Simonds
KERRY W. SIMONDS L.S. #333
LS-333
LAND SURVEYOR
KERRY W. SIMONDS

SEARCHED
INDEXED
SERIALIZED
FILED
SEP 28 1993
LANCASTER COUNTY, NEB

LANCASTER COUNTY, NEB
Dan Nette
REGISTER OF DEEDS

\$15.50

SEP 28 10 14 AM '93

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INST. NO 93

Charge LES

LES EWD
M