

11545

RIGHT OF WAY EASEMENT

That Donley F. Gerbig

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:

See 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.

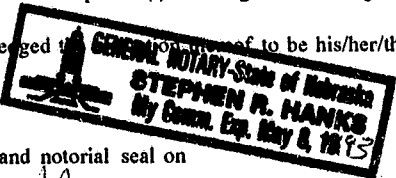
IN WITNESS WHEREOF, we have hereunto set our hands this 22 day of March, 19 93.

Donley F. Gerbig
Donley F. Gerbig
Julia V. Gerbig

STATE OF Nebraska STATE OF _____
COUNTY OF Lincoln COUNTY OF _____

Before me, a Notary Public, qualified for and in said County, personally came Donley F. Gerbig & Julia V. Gerbig
known to me to be the identical person(s) who signed the foregoing instrument and acknowledged to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal on this 22 day of March, 19 93
Stephen P. Hanks
Notary Public



Before me, a Notary Public, qualified for and in said County, personally came _____
known 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 ____

Notary Public

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Tract # 9

EXHIBIT "A"

DESCRIPTION of Two (2) Transmission Line Easements across the South Eighty and No Tenths (80.0) feet of Lot 25 of Irregular Tracts located in the South One-Half of the Northeast Quarter of Section 23, 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 South One-Half of the Northeast Quarter of Section 23, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, said point being also the Southeast corner Lot 25 of Irregular Tracts. Thence in a Westerly direction along the South line of the South One-Half of the Northeast Quarter of said Section 23 on an assumed bearing of N 89° 41' 15" W a distance of One Thousand Two Hundred Eighty-Three and Seventy-One Hundredths (1,283.71) feet to the Intersection of the Southwesterly Right-Of-Way line of the Burlington Northern Railroad and Point of Beginning. Thence continuing along the last described course a distance of Four Hundred Fifty-Six and Five Hundredths (456.05) feet to the Point of Intersection of the Northeasterly Right-Of-Way line of the Union Pacific Railroad. Thence N 22° 12' 30" W along the Northeasterly Right-Of-Way line of the Union Pacific Railroad a distance of Eighty-Six and Six Tenths (86.6) feet. Thence S 89° 41' 15" E on a line parallel to and Eighty and No Tenths (80.0) feet North of the South line of the South One-Half of the Northeast Quarter of said Section 23 a distance of Four Hundred Forty-Five and Thirty-Three Hundredths (445.33) feet to a point on the Southwesterly Right-Of-Way line of the Burlington Northern Railroad. Thence S 28° 26' 30" E along the Southwesterly Right-Of-Way line of the Burlington Northern Railroad a distance of Ninety-One and Twenty-Five Hundredths (91.25) feet to the Point of Beginning and containing a calculated area of 36,055 Square Feet.

AND ALSO the following described easement:

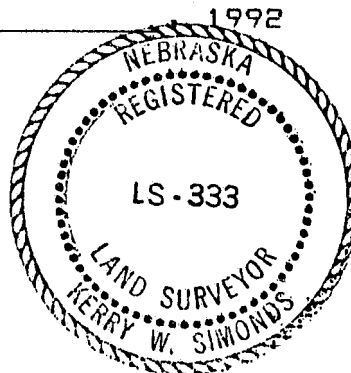
Beginning at the Southeast corner of the South One-Half of the Northeast Quarter of Section 23, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska. Thence in a Westerly direction along the South line of the South One-Half of the Northeast Quarter of said Section 23 on an assumed bearing of N 89° 41' 15" W a distance of One Thousand One Hundred Sixty-Nine and Sixty-Four Hundredths (1,169.64) feet to the Point of Intersection of the Northeasterly Right-Of-Way line of the Burlington Northern Railroad. Thence N 28° 26' 30" W along the Northeasterly Right-Of-Way line of the Burlington Northern Railroad a distance of Ninety-One and Twenty-Five Hundredths (91.25) feet. Thence S 89° 41' 15" E on a line parallel to and Eighty and No Tenths (80.0) feet North of the South line of the South One-Half of the Northeast Quarter of said Section 23 a distance of One Thousand Two Hundred Thirteen and Nineteen Hundredths (1,213.19) feet to a point on the East line of the South One-Half of the Northeast Quarter of said Section 23. Thence S 00° 03' 32" W along the East line of the South One-Half of the Northeast Quarter of Section 23 a distance of Eighty and No Tenths (80.0) feet to the Point of Beginning and containing a calculated area of 95,313 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.

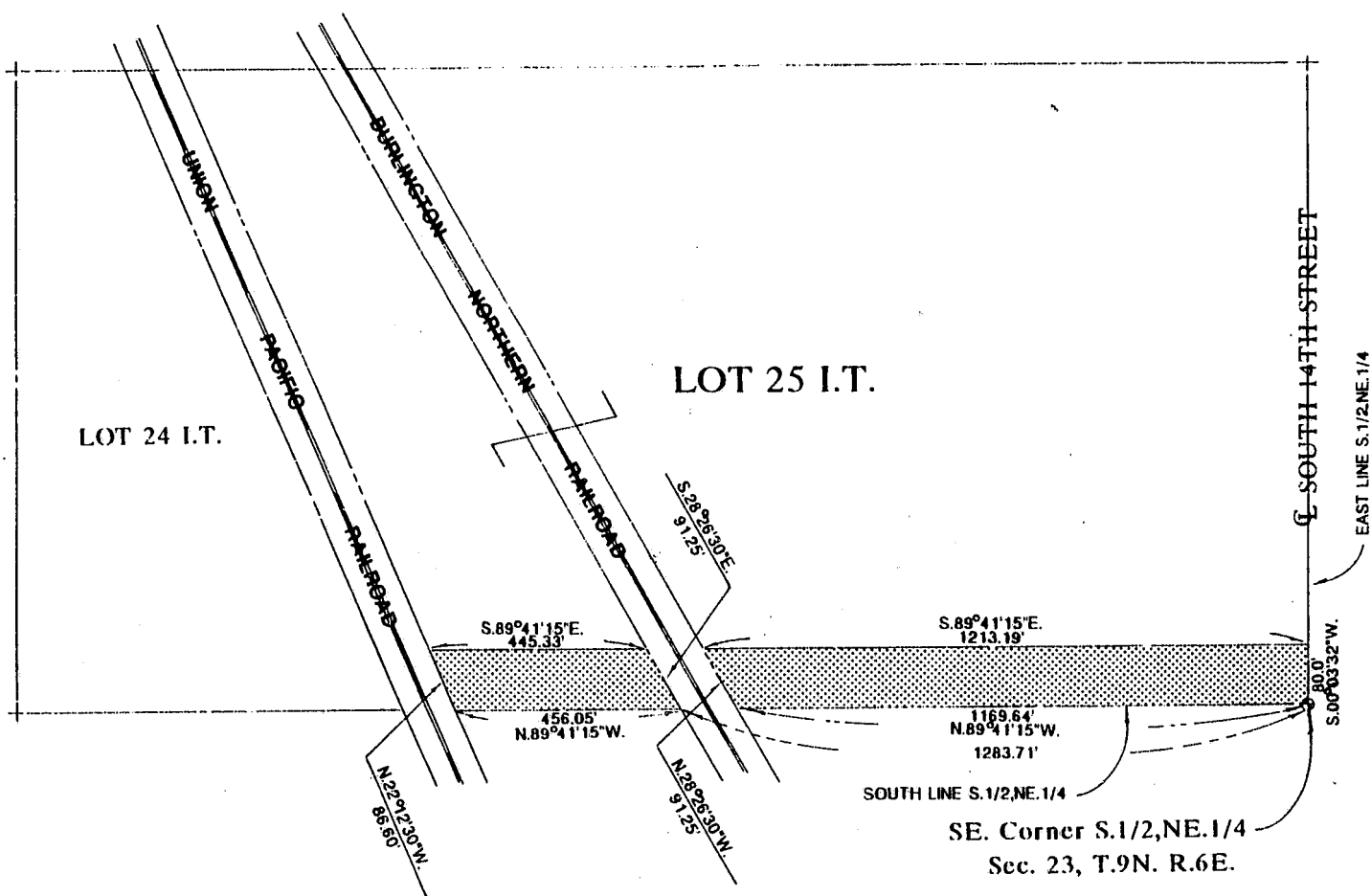
Signed this 25th day of June

Kerry W. Simonds
KERRY W. SIMONDS L.S. #333



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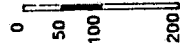
L.E.S. TRANSMISSION LINE EASEMENT



TOTAL EASEMENT AREA = 131,368 SQ. FT.

\$15.50

SCALE IN FEET



LANCASTER COUNTY, NEB

Don M. Hite
PLATT HIGH DAPPS

MAR 31 9 14 AM '93

INST. NO 93 11545

LEGAL DESCRIPTION:

Easement Across the South 80' of Lot 25 of Irregular Tracts Located in the S. 1/2 of the NE. 1/4 of Sec. 23 T.9N. R.6E.

Date: 6/24/1992

Scale:

Drawing No. # 9

Charge LOS

LES

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