

ELECTRICAL EASEMENT

THE COUNTY OF HALL, a Political Subdivision in the State of Nebraska,
 herein called Grantor, in consideration of One Dollar (\$1.00),
 receipt of which is hereby acknowledged, hereby grants and conveys unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, Nebraska, herein called Grantee, a
 permanent and perpetual easement and right-of-way to survey, construct,
 inspect, maintain, repair, replace, extend, remove, and operate thereon,
 overhead and underground electrical utility lines, cables, poles, anchors,
 terminals, transformers, surface markers, and other appurtenances connected
 therewith, in, upon, above, along, across, underneath, and through a twenty
 four (24.0) foot wide tract of land located in part of Connell Industrial Park
 Subdivision, an addition to the City of Grand Island, Hall County, Nebraska;
 the center line of said tract being more particularly described as follows:

Beginning at a point on the Westerly line of Lot Four (4) of
 said Connell Industrial Park Subdivision, said point being
 one hundred five (105.0) feet South of the Northwest corner
 of said Lot Four (4); thence Easterly perpendicular to the
 Westerly line of said Lot Four (4), a distance of one
 hundred fifty (150.0) feet. Said tract of land containing
 0.083 acres, more or less as shown on the plat dated 1/24/86,
 marked Exhibit "A", attached hereto, and incorporated herein
 by reference,

together with the following rights:

Unrestricted ingress and egress to the above described easement tract for
 the installation, maintenance, operation, and removal of such overhead and
 underground electrical utilities and appurtenances.

Such rights of ingress and egress shall include all rights necessary for
 the full and complete use, occupation, and enjoyment of the easement herein
 granted, including the right to excavate and refill ditches and trenches; to
 remove, clear, and keep clear trees, bushes, hedges, undergrowth, and other
 obstructions interfering with the surveying, construction, inspection,
 maintenance, repair, replacement, extension, removal, or operation of such
 overhead and underground electrical utilities and appurtenances. No
 structures, buildings, fences, or other obstructions of any kind whatsoever,
 shall be allowed in, upon, above, along, across, underneath, or through the
 easement herein granted.

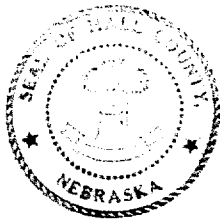
The Grantor and Grantee hereto agree that the Grantor may continue to use
 the easement area herein granted for any use permitted by law, that does not
 interfere with the operation and maintenance of the overhead and underground
 electrical utilities and appurtenances constructed therein.

All electrical utility lines, cables, poles, anchors, terminals,
 transformers, surface markers, and other appurtenances connected therewith,
 placed in, upon, above, along, across, underneath, and through such easement
 tract shall remain the property of the Grantee, and may be removed or replaced
 at any time.

5874 874

The Grantor for itself, its heirs, successors, and assigns, hereby covenants that the rights and privileges herein granted shall run with the title to such tract of land, and shall be binding upon the Grantor, all heirs, successors, and assigns.

Dated March 4 1986.



THE COUNTY OF HALL,
a Political Subdivision
of the State of Nebraska;

GRANTOR.

By

Title

Chairman

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 4th day of March, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared: Paul Flaven Chairman Board of Supervisors, of THE COUNTY OF HALL, a Political Subdivision of the State of Nebraska, to me known personally to be the identical such officer and person who signed the foregoing Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer on behalf of such organization, for the purpose therein expressed.

WITNESS my hand and ~~Notarial~~ ^{Office} Seal the date above written.



Margie Hubbard
Hall County Clerk
Notary Public

CONSENT BY LESSEE TO CONVEYANCE FOR PUBLIC PURPOSES

In consideration of the payment made and agreed to be made to or for the account of the foregoing Grantor, and the division thereof according to the separate agreement of the Grantor and the undersigned, the undersigned Lessee hereby grants to the City of Grand Island the same right-of-way and real property described in the foregoing Easement, and waives any and all objections thereto, and does hereby consent to all the terms of said easement, and hereby expressly releases and grants to the Grantor and the City of Grand Island all leasehold interest in the real property described in the foregoing easement.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10th day of February, 1986.

MODERN FARM SYSTEMS, INC.,
an Iowa Corporation;

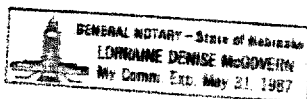
LESSEE.

By J. Charles Stracuzzi
Title Controller

STATE OF NEBRASKA)
COUNTY OF HALL) ss

On this 10th day of February, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared: J. Charles Stracuzzi, Controller, of MODERN FARM SYSTEMS, INC., an Iowa corporation, to me known personally to be the identical officer and such person who signed the foregoing Consent, and acknowledged the execution thereof to be his voluntary act and deed as such officer on behalf of such corporation, for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Lorna Denise McGovern
Notary Public

CONSENT TO ELECTRICAL EASEMENT

In consideration of the payment made and agreed to be made to or for the account of the foregoing Grantor, the undersigned being the owner and holder of the indebtedness recorded in the office of the Register of Deeds of Hall County, Nebraska, hereby grants to the City of Grand Island the same right-of-way and easement described in the foregoing grant, and agrees that such right-of-way and easement shall be prior and paramount to all rights under such indebtedness, and shall be subject to such right-of-way and easement.

IN WITNESS WHEREOF, the undersigned has executed this instrument or caused the due execution thereof this 11 day of February, 1986.

NORWEST BANK GRAND ISLAND,
NATIONAL ASSOCIATION

By

Douglas E. Bayne

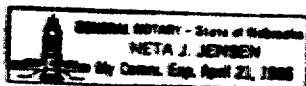
Title

Vice Pres.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 11th day of February, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared: Douglas E. Bayne, Vice President, of NORWEST BANK GRAND ISLAND, NATIONAL ASSOCIATION, to me known personally to be the identical person and such officer who signed the foregoing Consent, and acknowledged the execution thereof to be his voluntary act and deed as such officer on behalf of such organization, for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.



Neta J. Jensen
Notary Public

86- 101151

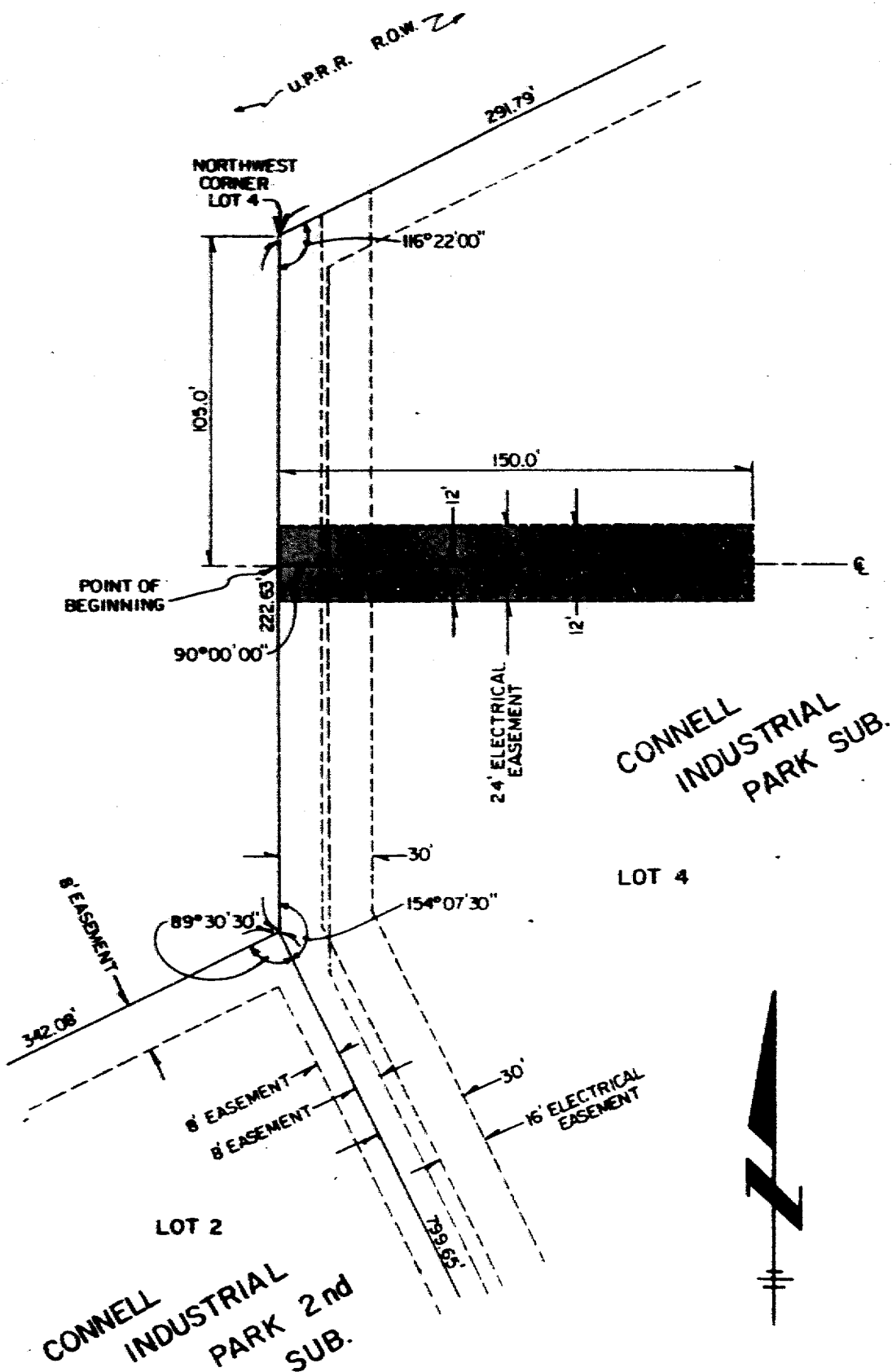


EXHIBIT "A"

CITY OF GRAND ISLAND, NEB.
UTILITIES DEPARTMENT
K.J. MENDYK 1/24/86
SCALE: 1" = 40'-0"

Entered as Document No.

86-101151

Grantor

Grantee

Numerical

STATE OF NEBRASKA) ss
COUNTY OF HALL)

THIS HALL IN 1911 12

OFFICE OF RECORDS

CITY OF GRAND ISLAND
UTILITIES DEPARTMENT
POST OFFICE BOX 1968
GRAND ISLAND, NEBRASKA 68802

William H. Bradley