

EASEMENT FOR ELECTRIC LINES

92433

KNOW ALL MEN BY THESE PRESENTS:

That Gerbig Oil Company ~~xxx~~ ~~xxxxxx~~ Lancaster County, Nebraska, in consideration of (If Grantor is not married, add words "an unmarried person".)

\$ receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 12,000 for 5 poles and 2 overhead guy wires when set on the following described property, do hereby grant and convey unto the Lincoln Electric System (hereinafter called "System") (and to)

(Leave blank if no other grantee.)

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

Lot Forty-three (43) of Irregular Tracts in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section One (1), Township Nine (9) North, Range Six (6) East, Lancaster County, Nebraska

The pole line herein contemplated shall be located on the property approximately as follows:

Beginning at the east property corner of said lot and proceeding in a northwesterly direction at an angle of approximately 10° 6' north of the south boundary line of Section 1, T9N, R6E, for a distance of 414 feet, then turning right an angle of 17° 50' and continuing in a northwesterly direction for distance of 610 feet terminating at the west property line of said lot at a point approximately 419 feet north of the south boundary line of said section.

The minimum ground clearance to energized conductors for this line is 40 feet.

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee(s) agree(s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 14 day of March, A.D., 1975

WITNESS

Witness signatures: Rex D. Bower, Gerbig Oil Co Inc, Donley Gerbig President

Grantor

STATE OF NEBRASKA,)

COUNTY OF Lancaster

On this 14 day of March, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared Donley Gerbig

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires 8th day of Nov, 1978

Notary seal: REX D. BOWER, GENERAL NOTARY State of Nebr., My Commission Expires NOVEMBER 8, 1978, Notary Public

INDEXED MICRO-FILE GENERAL

6-347 misc

(FOR REGISTER OF DEEDS STAMP)

LANCASTER COUNTY NEBR. REGISTER OF DEEDS

1975 JUN 20 AM 10:35

ENTERED ON NUMERICAL INDEX FILED FOR RECORD AS:

INST. NO. 78 9171

\$3.25

Handwritten signature: Kim Clark