

## RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate Gartner Construction hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to the City of Tecumseh, Johnson County, Nebraska its successors and assigns, hereinafter called CITY, a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, manholes, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

A tract of land in Section 28, T5N, R11E, Johnson County, Nebraska and further described on Pages 832 and 833, Book 42 Warranty Deeds.

the area of the above described real estate to be covered by this easement shall be as follows:

A ten (10) foot wide easement following the boundary line of above described property, and starting at the Northeastern most point of said property, and said easement extending south approximately 400 feet and said easement extending west from said Northeastern most point of said property approximately 400 feet.

### GENERAL CONDITIONS:

- (a) City shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) City shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by City and City shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) City shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of City, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from City.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless City forever against the

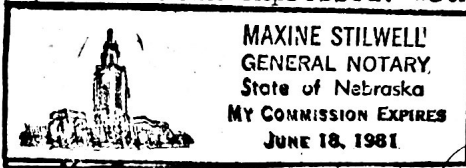
claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 14th day of November, 1978.

Lloyd Hubbs mgr  
Deputy City of Fremont, Ne  
Sartner Const Co  
Charles Sartner Sec of Corp

STATE OF NEBRASKA  
COUNTY OF JOHNSON

On this 14th day of November, 1978, before me the undersigned, a Notary Public in and for said County and State, personally appeared Sartner Const Co - Charles Sartner Sec of Corp personally to me known to be the identical person(s) and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed. Witness my hand and Notarial Seal the date above written.



Maxine Stilwell  
NOTARY PUBLIC  
Maxine Stilwell.

My Commission expires: June 18, 1981

STATE OF NEBRASKA } ss  
JOHNSON COUNTY }

Filed for record in the  
County Clerk's office this  
12th day of Dec., 1978  
at 4:30 o'clock P.M. and  
recorded in Book #34  
Page 451-452,

Wayne C. McCoy  
County Clerk

Deputy