

Handwritten initials

Inst # 2008051833 Mon Nov 17 11:52:47 CST 2008
Filing Fee: \$20.50
Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 4



RIGHT OF WAY EASEMENT

That C & E O'Brien LLC, and Jeanne H. O'Brien, and Madelyne Patricia McGreevy, Trustee of the Madelyne Patricia McGreevy Revocable Trust dated April 24, 2001, 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:

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 2 day of October, 2008.

C & E O'Brien LLC

By: Colleen Vedder, Co-Manager
Colleen Vedder, Co-Managing Member

By: Cyril O'Brien
Cyril O'Brien, Co-Managing Member

By: Jeanne H. O'Brien
Jeanne H. O'Brien

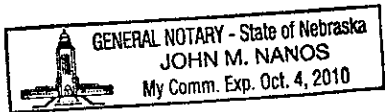
By: Madelyne Patricia McGreevy
Madelyne Patricia McGreevy, Trustee of the Madelyn Patricia McGreevy Revocable Trust dated April, 24, 2001

STATE OF Nebraska)
COUNTY Lancaster) ss.

Before me, a Notary Public, qualified for and in said County, personally came Colleen Vedder, Co-Managing Member of C & E O'Brien LLC, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

WITNESS my hand and notarial seal on this 2 day of October, 2008.

[Signature]
Notary Public



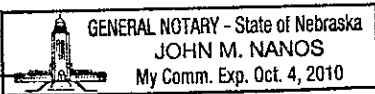
Handwritten note: Chg LES \$20.50

STATE OF Nebraska)
COUNTY Lancaster) ss.

Before me, a Notary Public, qualified for and in said County, personally came Cyril O'Brien, Co-Managing Member of C & E O'Brien L.L.C., 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 21 day of October, 20 08.

[Signature]
Notary Public

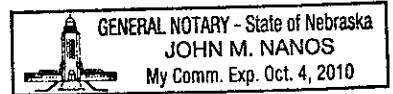


STATE OF Nebraska)
COUNTY Lancaster) ss.

Before me, a Notary Public, qualified for and in said County, personally came Jeanne H. O'Brien, 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 21 day of October, 20 08.

[Signature]
Notary Public



STATE OF Iowa)
COUNTY Hardin) ss.

Before me, a Notary Public, qualified for and in said County, personally came Madelyne Patricia McGreevy, Trustee 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

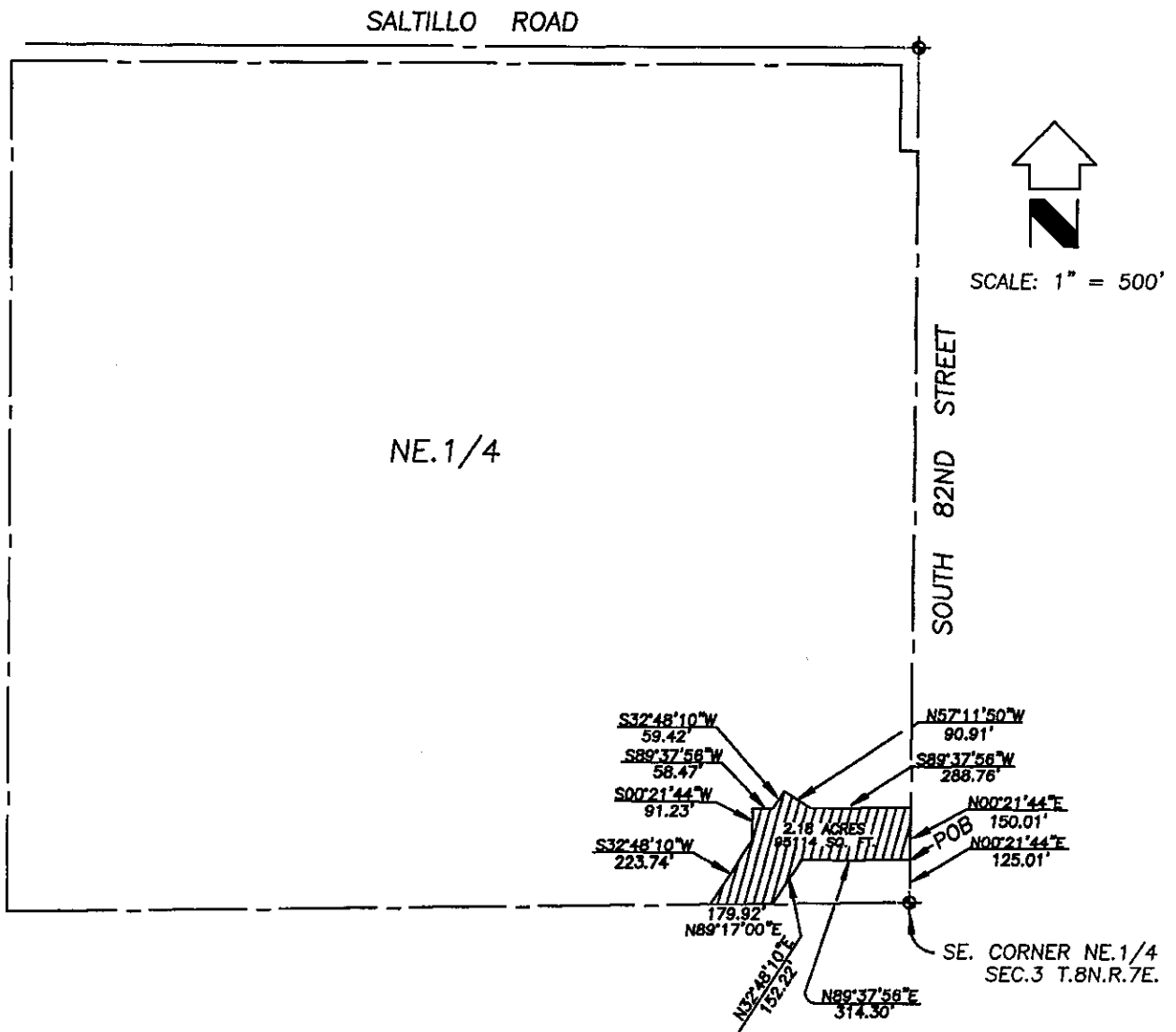
WITNESS my hand and notarial seal on this 14 day of October, 20 08.

Marcella Rewerts
Notary Public



LES EASEMENT

Exhibit "A"
Page 1 of 2



LEGAL DESCRIPTION: A part of the NE.1/4 of Section 3, T.8N. R.7 East of the 6th P.M., Lancaster County, Nebraska

SCALE: 1" = 500'

DATE: 11/14/2006

TRACT-4R

Exhibit "A"
Page 2 of 2

PERMANENT EASEMENT

Description of a Transmission Line Easement across a part of the Northeast Quarter of Section 3, Township 8 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southeast corner of the Northeast Quarter of said Section 3; thence in a Northerly direction, along the East line of the Northeast Quarter of said Section 3, on an assumed bearing of North 00 degrees 21 minutes 44 seconds East for a distance of 125.01 feet to the **Point of Beginning**

THENCE continuing on the last described course, on said bearing North 00 degrees 21 minutes 44 seconds East, for a distance of 150.01 feet

THENCE South 89 degrees 37 minutes 56 seconds West for a distance of 288.76 feet

THENCE North 57 degrees 11 minutes 50 seconds West for a distance of 90.91 feet

THENCE South 32 degrees 48 minutes 10 seconds West for a distance of 59.42 feet

THENCE South 89 degrees 37 minutes 56 seconds West for a distance of 58.47 feet

THENCE South 00 degrees 21 minutes 44 seconds West for a distance of 91.23 feet

THENCE South 32 degrees 48 minutes 10 seconds West for a distance of 223.74 feet to a point on the South line of the Northeast Quarter of said Section 3

THENCE North 89 degrees 17 minutes 00 seconds East, along the South line of the Northeast Quarter of said Section 3, for a distance of 179.92 feet

THENCE North 32 degrees 48 minutes 10 seconds East for a distance of 152.22 feet

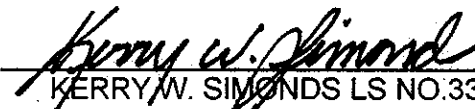
THENCE North 89 degrees 37 minutes 56 seconds East for a distance of 314.30 feet to the **Point of Beginning**

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 95,114 sq. ft. (2.18 acres) more or less.

I hereby certify the location of the Proposed Easement across the property described above, the centerline of which was located by me or under my direct supervision.

Signed this 14th day of November, 2006.


KERRY W. SIMONDS LS NO.333

