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Inst # 2017016413 Tue Apr 25 10:39:11 CDT 2017  
Filing Fee: \$28.00  
Lancaster County, NE Assessor/Register of Deeds  
Eppocke Office EASE  
Pages 4



**TRANSMISSION RIGHT OF WAY EASEMENT**  
Lincoln Electric System – Southeast Reliability Project  
(Tract 35 – Schmutte)

That **Larry L. Schmutte and Janet M. Schmutte, husband and wife (“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 (“Grantee”)**, its successors and assigns as follows:

The permanent right, privilege, and easement to access, 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, communication equipment, and attachments, 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, a municipal corporation, d/b/a LINCOLN ELECTRIC SYSTEM (“Grantee”), its successors and assigns, forever, or until released by “Grantee”.

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 that which would, in the judgement of Grantee, endanger or be a hazard to or interfere with, the rights of Grantee 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.

Grantee 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 install gates or culverts or remove fencing or other obstructions.

Grantee shall have the right, at any time, at its expense, to clear any and all vegetation including, but not limited to, vines, briars, shrubs, trees and other woody stem vegetation from the full width of the easement, either by cutting and removing the growth and/or application of environmentally safe herbicides. Grantee shall have the right to remove or trim trees outside of the easement at its sole expense if, in the judgement of Grantee, they have the potential to fall into the electrical conductor. Row crops are permitted within the easement area, but tree farms and the growing of nursery stock are prohibited.

Grantor shall not change or alter the grade of the right-of-way described hereinabove without the prior written approval of Grantee. Grantee shall not utilize the easement for the storage or placement of items that would, in the judgement of Grantee, endanger or impede access or interfere with Grantee’s operations including but not limited to building improvements, barns, outbuildings, swimming pools, lagoons, ponds, billboards, poles, antennas, bulk materials, vehicles, hay bales, large equipment, or combustible materials.

Grantee shall have the right to remove items which now or at any future time are located on, overhang, or extend onto the easement area including but not limited to the following: building improvements, barns, outbuildings, swimming pools, lagoons, ponds, billboards, poles, antennas, bulk materials, vehicles, hay bales, large equipment, or combustible materials.

As soon as possible following completion of any construction by Grantee in the easement area, Grantee 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.

Grantee shall have the right to take any actions necessary, at its sole expense, to comply with then existing local, state and federal laws and regulations which apply to Grantee.

Charge to LES

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 Grantee 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 Grantee for any period of time.

IN WITNESS WHEREOF, we have hereunto set our hands this 24<sup>th</sup> day of April, 2016. *7 pm* *LLS*

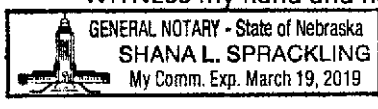
By: *Larry L. Schmutte*  
Larry L. Schmutte

By: *Janet M. Schmutte*  
Janet M. Schmutte

STATE OF NEBRASKA )  
 ) ss.  
COUNTY LANCASTER )

Before me, a Notary Public, qualified for and in said County, personally came **Larry L. Schmutte**, 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 24<sup>th</sup> day of April, 2016. *17/LLS*

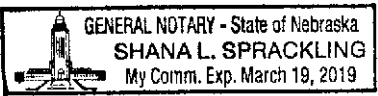


*Shana L. Sprackling*  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY LANCASTER )

Before me, a Notary Public, qualified for and in said County, personally came **Janet M. Schmutte**, 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 24<sup>th</sup> day of April, 2016. *17/LLS*

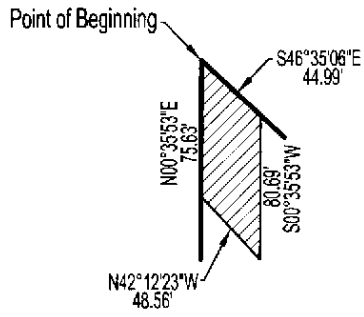


*Shana L. Sprackling*  
Notary Public

# L.E.S. EASEMENT

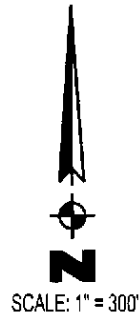
## Exhibit "A"

### Page 1 of 2

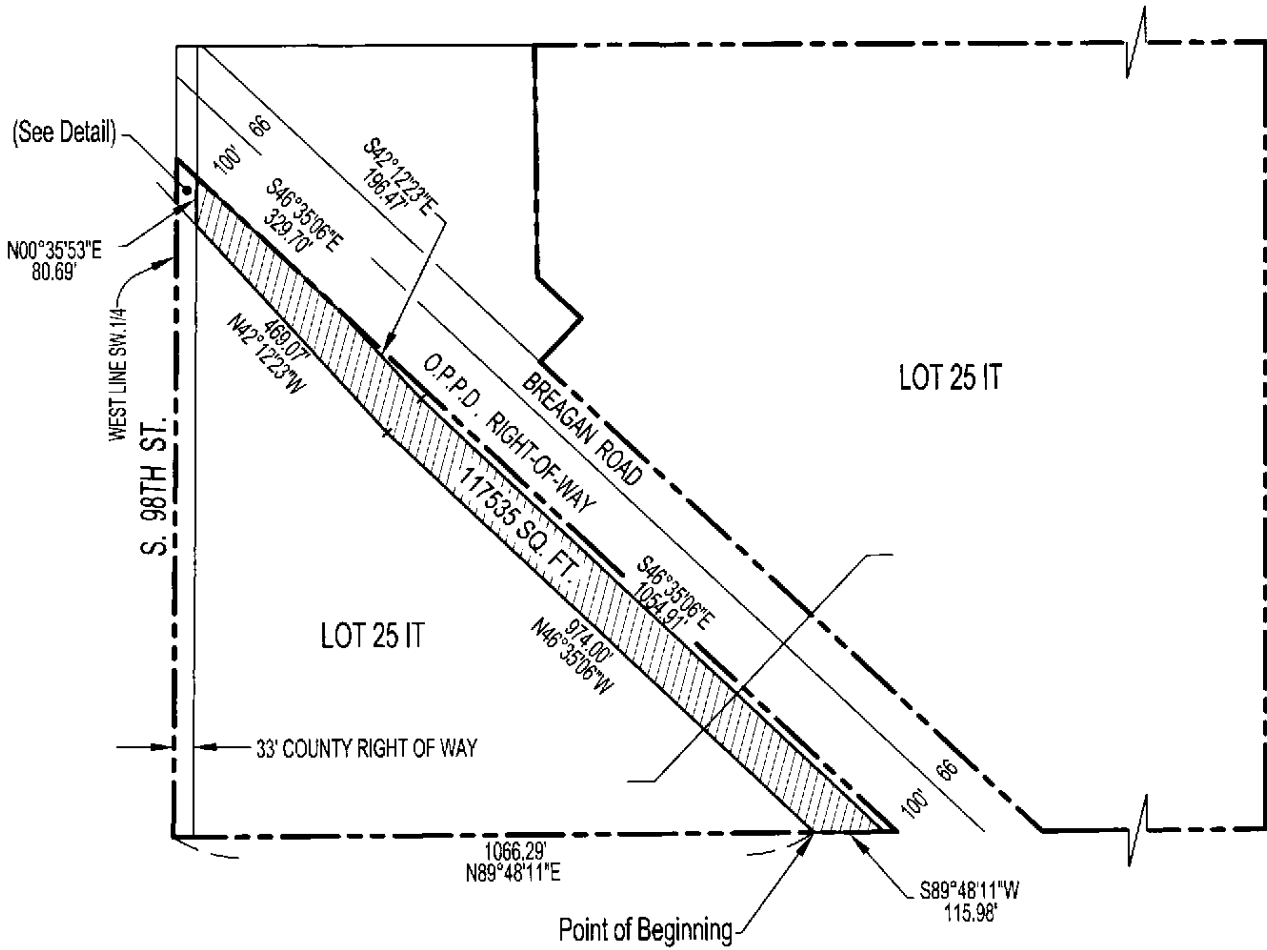


(EASEMENT AREA WITHIN COUNTY RIGHT OF WAY)

DETAIL:  
NOT TO SCALE:



SCALE: 1" = 300'



LEGAL DESCRIPTION: Transmission Line Easement across a part of Lot 25 of Irregular Tracts located in the SW. 1/4 of Section 25, T.9N,R.7 East of the 6th PM., Lancaster County,

Nebraska

SCALE: 1" = 300'

DATE: 9/2/2016

JOB # 2015-0319

Exhibit "A"  
Page 2 of 2

**TRACT NO. 35**

DESCRIPTION OF A TRANSMISSION LINE EASEMENT ACROSS A PART OF LOT 25 OF IRREGULAR TRACTS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE MOST SOUTHWESTERLY CORNER OF SAID LOT 25; THENCE N89°48'11"E, ALONG THE SOUTH LINE OF SAID LOT 25, FOR A DISTANCE OF 1066.29' TO THE **POINT OF BEGINNING**

THENCE N46°35'06"W FOR A DISTANCE OF 974.00'

THENCE N42°12'23"W FOR A DISTANCE OF 469.07' TO A POINT 33.00' EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25

THENCE N00°35'53"E, PARALLEL TO AND 33.00' EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 80.69' TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER BURLINGTON NORTHERN AND SANTA FE RAILROAD (NOW THE O.P.P.D RIGHT-OF-WAY)

THENCE S46°35'06"E, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 329.70'

THENCE S42°12'23"E FOR A DISTANCE OF 196.47'

THENCE S46°35'06"E FOR A DISTANCE OF 1054.91' TO A POINT ON THE SOUTH LINE OF SAID LOT 25

THENCE S89°48'11"W, ALONG THE SOUTH LINE OF SAID LOT 25, FOR A DISTANCE OF 115.98' TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 117535 SQUARE FEET OR 2.70 ACRES

**EASEMENT AREA WITHIN COUNTY RIGHT OF WAY**

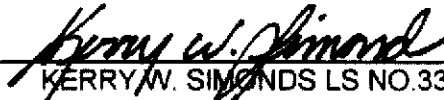
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FORMER BURLINGTON NORTHERN AND SANTA FE RAILROAD (NOW THE O.P.P.D RIGHT-OF-WAY) THENCE S46°35'06"E FOR A DISTANCE OF 44.99' TO A POINT 33.00' EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25

THENCE S00°35'53"W, PARALLEL TO AND 33.00' EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 80.69'

THENCE N42°12'23"W FOR A DISTANCE OF 48.56' TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25

THENCE N00°35'53"E, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 75.63' TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 2579 SQUARE FEET OR 0.06 ACRES

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 2ND DAY OF SEPTEMBER, 2016

  
KERRY W. SIMONDS LS NO. 333

