

10307

W

### RIGHT OF WAY EASEMENT

That Lincoln Chamber Industrial Development Corporation

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:

See 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, 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 the 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 23 day of March, 1989.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lincoln Chamber Industrial Development Corporation  
By: [Signature]  
President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF Nebraska  
COUNTY OF Lancaster

Before me, a Notary Public, qualified for and in said County, personally came \_\_\_\_\_, 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.

Before me, a Notary Public, qualified for and in said County, personally came Dwaine S. Kestner, 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

WITNESS my hand and notarial seal on this 23 day of March, 1989.

\_\_\_\_\_  
Notary Public

[Signature]  
Notary Public  
GENERAL NOTARY-State of Nebraska  
VENETTA G. KISTER  
My Comm. Exp. May 8, 1989

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2. . . .  
L.E.S. Transmission Line Easement "A"

DESCRIPTION of a Transmission Line Easement located in the Northeast Quarter of Section 18, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska more particularly described by metes and bounds as follows:

Referring to the North One Quarter Corner of said Section 18, thence in an Easterly direction on an assumed bearing of N 88° 51' 20" E on the North line of the Northeast Quarter of said Section 18 a distance of Two Hundred and No Tenths (200.0) feet. Thence in a Southerly direction on a bearing of S 0° 46' 42" E on the East line of Lot 11 of Irregular Tracts extended North a distance of Forty-Six and Five Tenths (46.5) feet to the Point of Beginning. Thence continuing in a Southerly direction on the last described course a distance of Thirty and Ninety-Five Hundredths (30.95) feet. Thence in a Northeasterly direction on a bearing of N 74° 59' 53" E a distance of One Hundred Fifty-One and Eighty-One Hundredths (151.81) feet. Thence in a Southerly direction on a bearing of S 0° 46' 42" E a distance of Forty-Three and Eighty-Nine Hundredths (43.89) feet. Thence in an Easterly direction on a bearing of N 89° 13' 18" E a distance of Five and No Tenths (5.0) feet. Thence in a Northerly direction on a bearing of N 0° 46' 42" W a distance of Forty-Five and Two Hundredths (45.02) feet to a point Forty and No Tenths (40.0) feet South of the North line of the Northeast Quarter of said Section 18. Thence in an Easterly direction on a bearing of N 88° 51' 20" E on a line Forty and No Tenths (40.0) feet South of and parallel to the North line of the Northeast Quarter of said Section 18 a distance of One Thousand Six Hundred Twenty-Two and Twenty-Five Hundredths (1,622.25) feet. Thence in a South-easterly direction on a bearing of S 45° 52' 20" E on a line Thirty and No Tenths (30.0) feet Southwesterly of and parallel to the Southwest line of Lot 23 of Irregular Tracts a distance of Eight Hundred Ninety-Two and Sixty-Six Hundredths (892.66) feet. Thence in a Southerly direction on a bearing of S 0° 51' 20" E on a line Thirty and No Tenths (30.0) feet West of and parallel to the East line of the Northeast Quarter of said Section 18 a distance of One Thousand Seven Hundred Thirty-Six and Thirty-Seven Hundredths (1,736.37) feet. Thence in a South-South-westerly direction on a bearing of S 27° 40' 59" W a distance of Forty-Eight and Twenty-Nine Hundredths (48.29) feet. Thence in a Westerly direction on a bearing of S 89° 16' 01" W a distance of Sixty and No Tenths (60.0) feet. Thence in a Southerly direction on a bearing of S 0° 43' 59" E a distance of Five and No Tenths (5.0) feet. Thence in an Easterly direction on a bearing of N 89° 16' 01" E a distance of Sixty and No Tenths (60.0) feet. Thence in a Southerly direction on a bearing of S 0° 51' 20" E on a line parallel to the East line of the Northeast Quarter of said Section 18 a distance of Twelve and Five Tenths (12.5) feet. Thence in an Easterly direction on a bearing of N 89° 16' 01" E a distance of Fifty-Three and Seven Hundredths (53.07) feet to a point on the East line of the Northeast Quarter of said Section

PLANNING  
FIXED MEANS

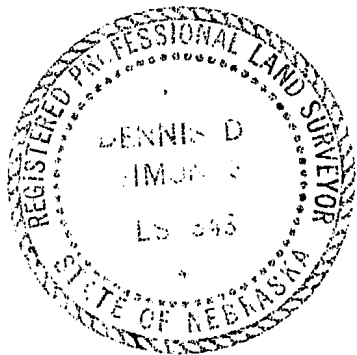
18. Thence in a Northerly direction on a bearing of N 0° 51' 20" W on the East line of the Northeast Quarter of said Section 18 a distance of One Thousand Eight Hundred Eight and Eighty-Three Hundredths (1808.83) feet to the most Southerly corner of Lot 23 of Irregular Tracts. Thence in a Northwesterly direction on a bearing of N 45° 52' 20" W on the Southwesterly line of said Lot 23 of Irregular Tracts a distance of Eight Hundred Eighty-Five and Twenty-Three Hundredths (885.23) feet to a point Thirty-Three and No Tenths (33.0) feet South of the North line of the Northeast Quarter of said Section 18. Thence in a Westerly direction on a bearing of S 88° 51' 20" W on a line Thirty-Three and No Tenths (33.0) feet South of and parallel to the North line of the Northeast Quarter of said Section 18 a distance of One Thousand Seven Hundred Fifty-Five and Three Hundredths (1,755.03) feet. Thence in a Southwesterly direction on a bearing of S 74° 59' 53" W a distance of Fifty-Six and Thirty-Seven Hundredths (56.37) feet to the Point of Beginning and containing a calculated area of 97,134 Square Feet.

I hereby certify the location of the Proposed Easement on the property described above. The centerline of which was located by me.

Signed this 17th day of March, 1989

Dennis D. Simonds

Dennis D. Simonds L.S. 343



BLOCK \_\_\_\_\_  
CODE \_\_\_\_\_  
CHECKED \_\_\_\_\_  
ENTERED \_\_\_\_\_  
EDITED \_\_\_\_\_  
INST. NO. 89 10307

REGISTER OF DEEDS  
1989 APR 24 PM 2:39

ENTERED ON  
NUMERICAL INDEX  
FOR RECORD AS

\$15.50

288 (env)  
Dennis D. Simonds