

Inst # 2014013402 Fri Apr 18 15:18:11 CDT 2014
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Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 6



RIGHT OF WAY EASEMENT

That **FOG Limited Partnership, a Nebraska limited partnership**, 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" and "B"

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. LES will remove all brush, trimmings and debris at its expense.

LES 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 which pose no harmful effects to animals or grasses. Certain indigenous plants, if approved by LES, may be planted within the easement area. Certain row crops (corn, wheat, soy beans) are permitted in rural easement areas, but tree farms and the growing of nursery stock are prohibited in rural and urban easement areas.

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 14th day of April, 20 14.

FOG Limited Partnership, a Nebraska limited partnership.
by C. John Guenzel - Manager of FOG Limited Partnership
By: C. John Guenzel, Manager

STATE OF NEBRASKA)
COUNTY LANCASTER) ss.

Before me, a Notary Public, qualified for and in said County, personally came C. John Guenzel, Manager on behalf of FOG Limited Partnership, a Nebraska limited partnership, 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 14th day of April, 20 14.

Brandi L. Novosad
Notary Public



L.E.S. EASEMENT

Exhibit "A"

Page 1 of 2



SCALE: 1" = 400'

LOT 9 IT

LOT 6 IT

LOT 8 IT

HIGHWAY NO. 77

N89°31'27"E
252.03'
N00°50'42"E
80.02'
POB
N00°50'42"E
43.30'
S02°01'54"W
80.08'
45.11'
S89°31'27"W
250.37'

LEGAL DESCRIPTION: A PART OF LOT 9 OF IRREGULAR TRACTS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

DATE: 7/1/2013

TRACT 4A

NK A PT Lot 15 SE 1/4

L.E.S. EASEMENT

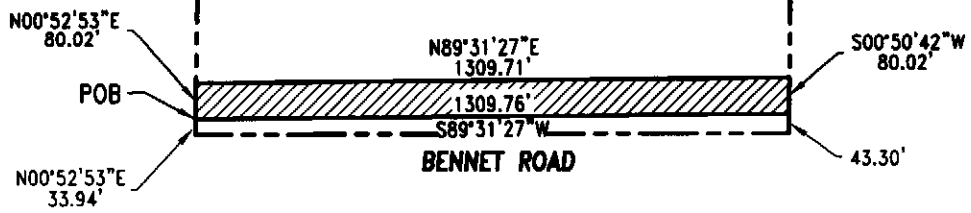
Exhibit "B"

Page 1 of 2



SCALE: 1" = 400'

W.1/2, SE.1/4



LEGAL DESCRIPTION: A PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

DATE: 7/1/2013

TRACT 4B

Exhibit "A"
Page 2 of 2

TRACT NO.4A

DESCRIPTION OF AN ELECTRICAL EASEMENT ON A PART OF LOT 9 OF IRREGULAR TRACTS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID LOT 9, ON AN ASSUMED BEARING OF N 00°50'42" E FOR A DISTANCE OF 43.30' TO THE POINT OF BEGINNING

THENCE CONTINUING ON THE LAST DESCRIBED COURSE, ALONG THE WEST LINE OF SAID LOT 9, ON SAID BEARING OF N 00°50'42" E FOR A DISTANCE OF 80.02'

THENCE N 89°31'27" E FOR A DISTANCE OF 252.03' TO A POINT ON THE EAST LINE OF SAID LOT 9

THENCE S 02°01'54" W, ALONG THE EAST LINE OF SAID LOT 9, FOR A DISTANCE OF 80.08'

THENCE S 89°31'27" W FOR A DISTANCE OF 250.37' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 20096 SQUARE FEET

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 1ST DAY OF JULY, 2013


KERRY W. SIMONDS LS NO.333

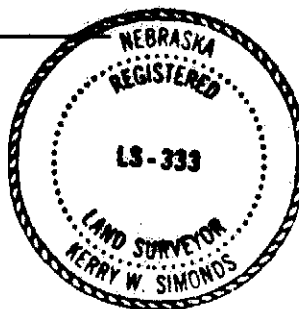


Exhibit "B"
Page 2 of 2

TRACT NO.4B

DESCRIPTION OF AN ELECTRICAL EASEMENT ON A PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, ON AN ASSUMED BEARING OF N 00°52'53" E FOR A DISTANCE OF 33.94' TO THE **POINT OF BEGINNING**

THENCE CONTINUING ON THE LAST DESCRIBED COURSE, ON SAID BEARING OF N 00°52'53" E FOR A DISTANCE OF 80.02'

THENCE N 89°31'27" E FOR A DISTANCE OF 1309.71' TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2

THENCE S 00°50'42" W, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 2, FOR A DISTANCE OF 80.02'

THENCE S 89°31'27" W FOR A DISTANCE OF 1309.76' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 104779 SQUARE FEET

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 1ST DAY OF JULY, 2013


KERRY W. SIMONDS LS NO. 333

