

FORM 29 4064 PS/sed

RIGHT-OF-WAY EASEMENT

Tracts 7, 8 & 10
50S-78E
DN #
W.O. No.

In consideration of the sum of ~~ONE HUNDRED THIRTY~~ EIGHTY THOUSAND AND NO/100 (\$80,000.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her its/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to LINCOLN ELECTRIC SYSTEM, its successors and assigns, hereinafter called L.E.S., 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, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

Lot Forty-nine (49), Lot Sixty-Nine (69) and Lot Seventy-nine (79) all Irregular Tracts in the North Half (N½) of Section Ten (10), Township Nine (9) North, Range Seven (7) East of the Sixth Principal Meridian (6th P.M.), Lancaster County, Nebraska,

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

- PARCEL ONE (1): Easement area on said Lot Forty-nine (49), see attached Exhibit "A";
- PARCEL TWO (2): Easement area on said Lot Sixty-nine (69), see attached Exhibit "A";
- PARCEL THREE (3): Easement area on said Lot Seventy-nine (79), see attached Exhibit "A".

Exhibit "A" is attached hereto and incorporated herein by reference.

CONDITIONS:

- (a) L.E.S. 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) L.E.S. 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 L.E.S. and L.E.S. 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) L.E.S. 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 L.E.S., 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 L.E.S.
- (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 L.E.S. 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 10 day of April, 1980.

The Lincoln Land and Mortgage Company
by Gerald H. Maddox President

STATE OF
COUNTY OF
On this day of 19 ,
before me the undersigned, a Notary Public in and for said County,
personally came
President of
personally to me known to be the identical person(s) who signed the
foregoing instrument as grantor(s) and who acknowledged the execution
thereof to be voluntary act and deed for the purpose
therein expressed.
Witness my hand and Notarial Seal at in
said County the day and year last above written.

NOTARY PUBLIC

My Commission expires:

STATE OF
COUNTY OF
On this 10 day of April, 1980,
before me the undersigned, a Notary Public in and for said County and
State, personally appeared Gerald H. Maddox, President
of The Lincoln Land and Mortgage Company
personally to me known to be the identical person(s) and who acknowl-
edged the execution thereof to be his voluntary act and deed
for the purpose therein expressed.
Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

My Commission expires: August 11, 1982

Transmission Engineer Date: Land Rights and Services Date:
Recorded Instrument No. on the day of 19



9064

EXHIBIT "A"

PARCEL ONE (1): A strip of land Seventy (70) feet wide, the centerline of which begins at a point on the West Lot Line of said Lot Forty-nine (49), said point being Four Hundred Thirty-six and sixty-four hundredths (436.64) feet south of the Northwest Corner of said Lot Forty-nine (49), thence southeasterly along a straight line, a distance of Five Hundred Twenty-eight and ninety-six hundredths (528.96) feet to a point of intersection with the East Lot Line of said Lot Forty-nine (49), said point of intersection being Eight Hundred Eighteen and eighty-seven hundredths (818.87) feet south of the Northeast Corner of said Lot Forty-nine (49); containing a calculated area of Zero and eighty-five hundredths (0.85) acres, more or less.

PARCEL TWO (2): A triangular shaped parcel of land bounded by a line more fully described as beginning at a point on the northern most North Lot Line of said Lot Sixty-nine (69), said point being Two Thousand One Hundred fifty-two and forty-five hundredths (2152.45) feet east of and Three Hundred Twenty-nine and twenty-five hundredths (329.25) feet south of the Northwest Corner of said Section Ten (10), thence easterly along the said North Lot Line, a distance of Fifty-seven and fifty-five hundredths (57.55) feet to the northern most Northeast Corner of said Lot Sixty-nine (69), thence Southeasterly, on an angle of Fifty-eight degrees (58°) right from the said North Lot line, along a straight line, said line also being the Northeasterly Lot Line of said Lot Sixty-nine (69), a distance of One Hundred Ninety-nine and fourteen hundredths (199.14) feet to a point, thence northwesterly, on an angle of One Hundred Sixty-eight degrees (168°) right from the said Northeasterly Lot Line, along a straight line, a distance of Two Hundred Thirty-four and seventy-five hundredths (234.75) feet to the point of beginning; containing a calculated area of Zero and eleven hundredths (0.11) acres, more or less.

PARCEL THREE (3): A strip of land Seventy (70) feet wide, whose centerline begins at a point on the South Lot Line of said Lot Seventy-nine (79), said point being Three Hundred Sixty-two and thirty-four hundredths (362.34) feet west of the Southeast Corner of said Lot Seventy-nine (79), thence northerly along a straight line, to a point that is Three Hundred Sixty-two and thirty-four hundredths (362.34) feet west of and Four Hundred Sixty-two and sixty-four hundredths (463.64) feet north of the Southeast Corner of said Lot Seventy-nine (79), thence northwesterly, on an angle of Forty-three degrees, Twenty-four minutes, Twenty seconds (43°24'20") left from the previously described line, along a straight line, a distance of Two Hundred Thirty-three and thirty-seven hundredths (233.37) feet to a point of intersection with the Northern Lot Line of said Lot Seventy-nine (79); containing a calculated area of One and eleven Hundredths (1.11) acres, more or less.

Also, a strip of land Twenty (20) feet wide, whose centerline is more particularly described as: Commencing at the Southeast Corner of the Northeast Quarter (NE¼) of said Section Ten (10), thence westerly along the South Line of the said Northeast Quarter (NE¼) a distance of One Thousand Six and nine tenths (1006.9) feet, thence northwesterly on a deflection angle of Seventy-four degrees, Twenty-eight minutes (74°28') right, a distance of Four Hundred Twenty-five and one tenth (425.1) feet, thence continuing northwesterly on a deflection angle of Forty-six degrees (46°) left, a distance of One Hundred Eighty-four and four tenths (184.4) feet to the Point of Beginning, thence southwesterly on a deflection angle of Fifty degrees, Sixteen minutes, Eight seconds (50°16'08") left, a distance of Ninety-three and ninety-one hundredths (93.91) feet to the Point of Ending. Also, the South Thirty (30) feet of the East Three Hundred Twenty-eight (328) feet of said Lot Seventy-nine (79).

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LANCASTER, PA.
REGISTER OF DEEDS

1930 MAY 22 AM 10:38

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:
INST. NO. 80-9064

\$9.25

Dick Handley
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