

NO

EASEMENT AND RIGHT OF WAY

For value received the undersigned, hereinafter called grantors, hereby grant and convey to the City of Blair, Nebraska, hereinafter called the City, its successors and assigns, a perpetual easement to construct, operate and maintain electric transmission lines and other utilities together with necessary poles, wires, guys and other fixtures and appliances over, upon, along and above the property herein described located in Washington County, Nebraska:

A strip of land 20.0 feet in width, the centerline of which is described as follows:

Beginning at a point 216.75 feet North and 665.85 feet East of the Quarter Quarter (¼ ¼) Corner West of the South Quarter (S¼) of Section Two (2), Township Eighteen (18) North, Range Eleven (11) East, and assuming the West line of the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Two (2) to bear due North and South; thence South 57°57'50" East a distance of 219.48 feet; thence South 5°18'53" East a distance of 94.35 feet; thence South 35°33'21" West a distance of 186.57 feet to a point in the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section Eleven (11), Township Eighteen (18) North, Range Eleven (11) East; thence South 48°13'53" West a distance of 473.93 feet; thence North 61°00'49" West a distance of 120.91 feet to a point of termination.

and:

A strip of land 20.0 feet in width, the centerline of which is described as follows:

Beginning at a point 100.32 feet North and 851.91 feet East of the Quarter Quarter (¼ ¼) Corner West of the South Quarter (S¼) corner of Section Two (2), Township Eighteen (18) North, Range Eleven (11) East, and assuming the West line of the Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section Two (2) to bear due North and South; thence North 50°39' East a distance of 137.42 feet to a point of termination on the south westerly right-of-way of U.S. Highway No. 73.

The grantors hereby grant to said City, its successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of the grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

STATE OF NEBRASKA, COUNTY OF WASHINGTON SS *2707*
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS *31* DAY OF *DECEMBER* 19*77*
AT *11* O'CLOCK *A.M.* AND RECORDED IN
BOOK *116* AT PAGE *81*
COUNTY CLERK *William J. Peterson*
DEPUTY *William J. Peterson*

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA

FILED
1977 DEC 21 AM 10:43

The City shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the grantors and the City agrees to indemnify and save harmless the grantors from any and all such damage and loss arising or occurring to such property solely by reason of the City's negligence in the construction, operation and maintenance of said electric line.

This easement is binding upon the heirs, personal representatives and assigns of the grantors.

Executed in duplicate this 28 day of November, 1977.

Luane K. Brundage
LUANE K. BRUNDAGE, Single

LeRoy Larsen
LEROY LARSEN

Clarence Brundage
CLARENCE BRUNDAGE, JR.

Donna L. Larsen
DONNA L. LARSEN

Edna Brundage
EDNA BRUNDAGE

CITY OF BLAIR, NEBRASKA

Helen E. Classer
HELEN E. GLASSER

By Alfred O. Sick
ALFRED O. SICK, Mayor

Edward H. Classer
EDWARD H. GLASSER

W. E. Svendgaard
W. E. SVENDGAARD, City Clerk

STATE OF NEBRASKA)
WASHINGTON COUNTY)

:ss:

On this 28 day of November,

1977, before me, the undersigned

Notary Public, duly commissioned and qualified for and residing in said County, personally came LeRoy Larsen and Donna L. Larsen, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing easement and right of way and

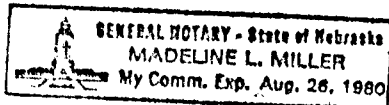
Helen E. Glasser (Above)
Edward H. Classer (Above)

HELEN E. EMMI
GENERAL NOTARY
STATE OF NEBRASKA
Commission Exp. Oct. 3, 1979

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA

acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Madeline L. Miller
Notary Public
/ 26, 1980

My Commission expires:

STATE OF NEBRASKA)
WASHINGTON COUNTY)

:ss:

On this 19th day of December,
1977, before me, the undersigned

Notary Public, duly commissioned and qualified for and residing in said County, personally came Alfred O. Sick, Mayor of the City of Blair, Nebraska, that he is the duly authorized in the premises; that he is known to me to be the identical person whose name is affixed to the foregoing easement and right of way and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of the City of Blair, Nebraska.

Witness my hand and Notarial Seal the day and year last above written.



Sharon L. Miller
Notary Public

My Commission expires:

STATE OF NEBRASKA)
WASHINGTON COUNTY)

:ss:

On this 13th day of December,
1977, before me, the undersigned

Notary Public, duly commissioned and qualified for and residing in said County, personally came Duane K. Brundage, sinble; Clarence Brundage, Jr. and Eula Brundage, husband and wife; and Thelma E. Glasser and Raymond H. Glasser, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing

easement and right of way and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Eric R. Johnson
Notary Public

My Commission expires: *June 21, 1977*

