

7501

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That Elmer Block and Dorothea Block, husband and wife, Marshall E. Lux and ~~Zelma~~ Zelma Lux, husband and wife, and Ray L. Olson and Ann Olson, husband and wife, of Lancaster County, Nebraska, in consideration of One Thousand Five Hundred and No/100 Dollars (\$1500.00), receipt of which is hereby acknowledged, do _____ hereby grant and convey unto the City of Lincoln, a municipal corporation, its (their) lessees, successors and assigns, the right, privilege and easement of a right-of-way to maintain and remove all existing poles, wires, guys and other equipment in connection therewith, located along the south property line of property situated in Lancaster County, Nebraska, more particularly described as follows:

The Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) and Lot Seventy (70) of Irregular Tracts in the Northeast Quarter (NE1/4) of Section 15, Township 10 North, Range 7 East of the 6th Principal Meridian, Lincoln, Lancaster County, Nebraska,

And the permanent right privilege and easement of a right-of-way to construct, operate, maintain and remove a pole, wire, guys and anchors in Lot Seventy (70) of Irregular Tracts in said Section 15, Township 10 North, Range 7 East, which shall be located on the property as follows:

The pole shall be located approximately four hundred two (402) feet west of the east line of said Lot 70 and one (1) foot north of the south line of said Lot 70;

They guys shall extend northeasterly and be secured by anchors located approximately sixty (60) and seventy (70) feet north of the south line of said Lot 70 and in the existing drainage way.

In no event shall the anchors be placed in the existing wheat field.

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee (s) agree (s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this easement shall be of no further force and effect.

Signed the 12th day of April, A.D., 1973.

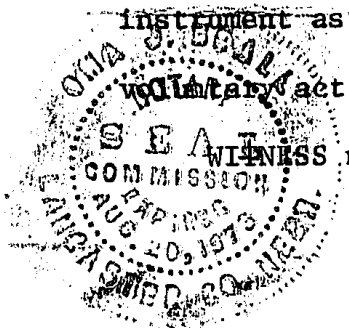
WITNESS

_____	<u>Elmer Block</u>
_____	<u>Dorothea Block</u>
_____	<u>Marshall E Lux</u>
_____	<u>Zelma Lux</u>
_____	<u>Ray L Olson</u>
_____	<u>Ann H Olson</u>
	Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 12th day of April, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared Edna Block
Dorothea Block, Marshall E. Luy, Velma Luy

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

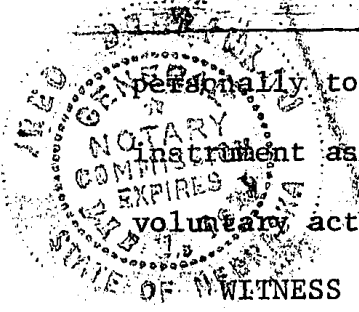


WITNESS my hand and notarial seal the date above written.

Orma J. Beall
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

On this 16 day of April, 19 73, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____
Ray S. Olson Ann S. Olson



personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Paul Bernicklan
Notary Public

LANCASTER COUNTY REG. R.
Kenneth L. Stegmann
REGISTER OF DEEDS

1973 APR 24 AM 10:52

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 73- 7501

\$6.25

INDEXED 7 1/2 = 88
MICRO-FILED
GENERAL msd

John Paul Power Dir
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