

RIGHT-OF-WAY EASEMENT

Tract 11
50S-81E
DN #
W.O. No.

In consideration of the sum of One Dollar (\$1.00) 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 Fifty-seven (57) an Irregular Tract in the Northeast Quarter (NE 1/4) 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:

A strip of land, Seventy (70) feet wide, whose centerline begins at a point on the West Lot Line of said Lot Fifty-seven (57), said point being Eight Hundred Eighteen and eighty-seven hundredths (818.87) feet south of the Northwest Corner of said Lot Fifty-seven (57), thence southeasterly along a straight line on an angle of Forty-three degrees, Nineteen minutes, Fifty seconds (43°19'50") left from the previously described West Lot Line, a distance of Fifteen Hundred Forty-five and seventy-five hundredths (1545.75) feet to a point of intersection with the Southwesterly Lot Line of said Lot Fifty-seven (57); Also, the South Thirty (30) feet of said Lot Fifty-seven (57); 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 (NE 1/4) of said Section Ten (10), thence westerly along the South Line of the said Northeast Quarter (NE 1/4) 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 northeasterly on a deflection angle of One Hundred Twenty-nine degrees, Forty-three minutes, Fifty-two seconds (129°43'52") right, a distance of Thirty-one (31) feet to a Point of Ending; containing an area of Two and fifty-three hundredths (2.53) acres, more or less.

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 31st day of March, 1980

Handwritten signatures: Charles Stuh Gallaway, George R. Spedell, Rose L. Fore

Handwritten signatures: Carol Stuh Gallaway, George R. Spedell, Rose L. Fore, Lily A. Barnhill

STATE OF Illinois
COUNTY OF Cook

On this 17th day of April, 1980, before me the undersigned, a Notary Public in and for said County, personally came Charles Stuh Gallaway, President of Lincoln Electric System, 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 Chicago, Illinois, this 17th day of April, 1980.

Notary Public Seal: Rose L. Fore, NOTARY PUBLIC

My Commission expires: Oct 2 1980

STATE OF Nebraska
COUNTY OF Lancaster

On this 31st day of March, 1980, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mrs. Bertha Stuh Spedell and Cornelius R. Spedell, personally to me known to be the identical person(s) and who acknowledged the execution thereof to be voluntary act and deed for the purpose therein expressed. Witness my hand and Notarial Seal the date above written.

Notary Public Seal: Lois M. Schuerman, NOTARY PUBLIC

My Commission expires: August 23 1980

Transmission, Engineer: Date: Land Rights and Services: Date:

Recorded Instrument No. on the day of 19

Lois M. Schuerman
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
August 23, 1980

STATE OF NEBRASKA

COUNTY OF Lincoln ss.

On this 31st day of March, 1980, before me the undersigned, a Notary Public

in and for said County and State, personally appeared Jose S. Boase

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 free voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
COMMISSION EXPIRES
ON THE 27 DAY OF 1980

Wanda L. King
Notary Public

STATE OF ~~NEBRASKA~~ Missouri } ss.
COUNTY OF St. Louis

On this 11th day of April, 1980, before me the undersigned, a Notary Public

in and for said County and State, personally appeared Joe N. Barnhill and Lilly Anne Barnhill

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.

PATRICIA A. KASPER
NOTARY PUBLIC OF MISSOURI
ST. LOUIS CO.
MY COMMISSION EXPIRES JULY 9 1982
ISSUED THRU MISSOURI NOTARY ASSOC.

Patricia A. Kasper
Notary Public

My Commission expires on the 9th day of July, 1982

STATE OF NEBRASKA } ss.
COUNTY OF

On this day of, 19....., before me the undersigned, a Notary Public

in and for said County and State, personally appeared

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 voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My Commission expires on the day of, 19.....

(FOR REGISTER OF DEEDS STAMP)

LAND RECORDS
REGISTERED

1980 APR 18 PM 3:51

INDEXED
MICRO-FILED
GENERAL

7-707
Mia

INST. NO. 80- 6589

\$6.25