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PLAT FOR RECORD IN SARGY COUNTY NEBRASKA *Sept 25 1950* 1 AT 5:00 P.M. OCTOBER 1950

AND RECORDED IN BOOK 24 OF DEEDS PAGE 150 *as amended* REGISTER OF DEEDS

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION paid by WILSON CONCRETE COMPANY, a corporation (WILSON), the adequacy and receipt whereof are hereby acknowledged, the undersigned AVERY LAND CO., INC. (AVERY) hereby grants to Wilson the right to excavate for, install, replace, remove, maintain and use such power, water, gas, sewer or other utility transmission lines, together with necessary appurtenant appliances, fittings and devices it may choose to construct or erect over, across and through the following described real estate situated in Sarpy County, Nebraska, to-wit:

A strip of ground 25 feet wide extending from the Westerly line of the Union Pacific Railroad right-of-way to the West line of Tax Lot 68, Section 27, Township 14 North, Range 13 East of the 6th P.M. centered on a line parallel to and 300.0 feet North of the Northerly right-of-way line of the public road running along the South side of said Tax Lot 68 (commonly known as West Avery Road).

Avery further grants to Wilson:

- (a) The right of ingress to and egress from said strip required for the use and enjoyment of the perpetual easement herein granted Wilson;
- (b) The right to use such portion of the said strip contiguous to said strip as may be reasonably necessary in connection with the installation, replacement and removal of such transmission lines and appurtenant appliances and
- (c) The right to mark the location of the easement by suitable markers set in the ground and to place such markers shall be placed in fence lines or other lines that will not interfere with any reasonable use of said strip.

shall make of said strip.

Wilson agrees:

- (a) It shall not fence said strip;
- (b) It shall promptly backfill any trench made by it on said strip after a transmission line is installed or removed; and
- (c) It shall indemnify Avery against any loss or damage that shall be caused by ~~any~~ wrongful or negligent act or omission of Wilson or of its agents or employees in the course of their employment and arising out of the exercise of rights granted Wilson herein.

The parties mutually agree that Avery reserves the right to use said strip for purposes that will not interfere with Wilson's full enjoyment of the rights hereby granted; provided that Avery shall not erect or construct any building or other structure, or diminish or substantially add to the ground cover over said transmission lines without giving ~~Wilson~~ ^{Wilson} at least 2 months' written notice of its desire and intent to so utilize said strip, in which event Avery agrees to grant Wilson a perpetual easement over a strip of ground 25 feet in width parallel to the strip herein specifically described and lying between the Northerly right-of-way line of the public road referred to in said description and the Northerly line of Tax Lot 6B extended Easterly to the Westerly right-of-way line of the Union Pacific Railroad in which Wilson may relocate such transmission lines if it so chooses within such 2 month period, and, if so utilized, all rights heretofore granted Wilson by Avery and agreements by Wilson with regard to the 25 foot strip herein specifically described shall prevail with regard to such relocated easement strip.

The provisions hereof shall enure to the benefit of and bind the successors and assigns of the respective parties hereto,

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and all covenants shall apply to, and run with the land.

SIC: this 12 day of August, 1964.



 AVERY LAND CO., INC.

 BY: Charles W. Wilson President

 M. M. Vervaecke

 GRANTOR

WILSON CONCRETE COMPANY

BY: Charles W. Wilson President

 Charles W. Wilson

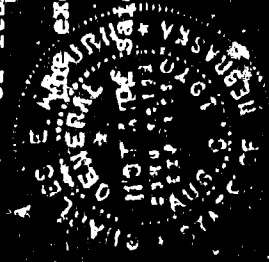
 GRANTEE

STATE OF NEBRASKA)

) ss

 COUNTY OF Bedford)

On this 12 day of August, 1964, before me a Notary Public, in and for said County, personally appeared M. M. VERVAECKE, to me personally known, who being by me duly sworn did say that he is the President of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said M. M. Vervaecke acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Charles W. Wilson

 Notary Public

STATE OF Nebraska

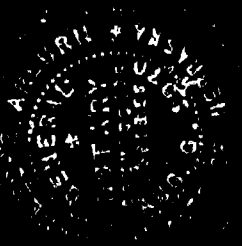
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) ss

 COUNTY OF Sarpy

On this 12 day of August, 1964, before me a Notary Public, in and for said County, personally appeared to me personally known, who being by me duly sworn did say that he is the President of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said

was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said CHARLES W. WILSON acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Charles W. Wilson

Notary Public