

RIGHT-OF-WAY EASEMENT

DN # 51S-55E

W.O. No. 90026

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 Twenty-Three (23), Lot Twenty-Four (24), Lot Thirty-Eight (38), Lot Thirty-Seven (37), Lot Forty-Four (44), and Forty-Three (43), Block One (1); Lot Twenty-Two (22) and Lot Twenty-One (21) Block Two (2) of the Bristolwood Addition to Lincoln, Lancaster County, NE.

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

A strip of land described as follows:

- 1. North five (5) feet of said Lot Twenty-four (24), Thirty-seven (37), Lot Forty-four (44), and Lot Twenty-one (21).
2. South five (5) feet of said Lots Twenty-five (25), Thirty-eight (38), Forty-three (43), and Lot Twenty-two (22).

CONDITIONS: Grantor grants similar and respecting rights to Lincoln Telephone and Telegraph and T-V Transmission, Inc.

- (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 6th day of April, 1981.

Austin Realty Co.
Gerald L. Schleich, President

STATE OF Nebraska
COUNTY OF Lancaster

STATE OF
COUNTY OF

On this 6th day of April, 1981, before me the undersigned, a Notary Public in and for said County, personally came Gerald L. Schleich, President of Austin Realty Co., 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 his voluntary act and deed for the purpose therein expressed. Witness my hand and Notarial Seal at Lincoln, Nebraska, in said County the day and year last above written.

On this 6th day of April, 1981, in my presence and in the presence of the undersigned, the following persons appeared and acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed for the purposes therein expressed.
Gerald L. Schleich, President of Austin Realty Co.
I, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.
1981 APR 27 AM 10:20

Maxine R. Stimbert, General Notarial, Notary Public, Commission Expires October 17, 1984

FILED IN OFFICE AS: INST. NO. 81-7578

Transmission Under: Date: Land Rights and Services: Date: Recorded Instrument No. on the day of 1981

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Handwritten notes: #325, 898