

STATE OF NEBRASKA) 20080764
JEFFERSON COUNTY)

Entered in Numerical Index and filed for
Record the 6th day of June A.D. 2008 at
11:17 o'clock a. m., and recorded in
MISC Record No. 26 pg 136

CITY OF FAIRBURY

Sandra Stelling, County Clerk
Sandra Stelling
Deputy Co. Clerk

EASEMENT FOR RIGHT-OF-WAY

\$5.50 chg Fairbury Light & Water X (Aerial Power Line)

In consideration of the mutual benefits to be derived from the facilities proposed hereafter, and the further consideration of
Land in Jefferson County T-2-N R-2-E section 17 first 100'
receipt whereof is hereby acknowledged, the undersigned, owner of

of South side of section on 711 Road from 565 AVE to 566 AVE
does hereby grant and convey to the City of Fairbury, Nebraska a municipal corporation, its successors and assigns, the right to perpetually construct, reconstruct, maintain and operate aerial electric utility power poles, together with the necessary poles, cables, wire, crossarms, brackets, braces, overhangs and anchors, etc. It is understood that the employees of the City of Fairbury shall, when necessary, have access to the above described right-of-way and the poles, cables, wire, crossarms, brackets, braces, overhangs and anchors, etc., thereon for the purpose of installing, repairing, replacing, operating, maintaining and removing said aerial electric utility power poles and line in, over, and under the said property at about the following location as per plat attached.

The Grantor reserves the right to compensation for any damage caused to the land and growing crops thereon by reason of the construction, maintenance or operation of said electric line or system.

The employees of the City of Fairbury shall, when necessary, have the right to keep the easement area free from foliage, including but not limited to all brush, structures, timber, and fire hazards, and shall have the right to remove said foliage from the area authorized to be cleared. Such foliage when removed shall become the property of the City and may be removed or destroyed by the City.

The Grantor agrees that all poles, wires and other facilities installed on the above described lands at the City's expense shall remain the property of the City and shall be removable at the option of the City.

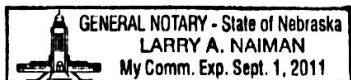
This grant shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor herein.

DATED the 6 day of June, 2008.

Harvey N. Milton

STATE OF NEBRASKA,)
) ss.
County of JEFFERSON.)

The foregoing instrument was acknowledged before me this
6 day of June, 2008 by Harvey Milton



Larry A. Naiman
Notary Public

My commission expires September 1, 2011