

One Thousand Dollars (\$1,000.00) One Thousand Five Hundred (\$1,500.00)
 In consideration of the sum of ~~One Thousand Dollars (\$1,000.00)~~ 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-six (56), an Irregular Tract in the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Nine (9) North, Range Six (6) East of the Sixth P.M., Lancaster County, Nebraska,

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

Referring to the Southeast Corner of said Lot Fifty-six (56); thence Northerly a distance of Sixty-five and Sixty-six hundredths (65.66) feet along the East Lot Line of said Lot Fifty-six (56); thence Westerly deflecting Eighty-eight (88) degrees Fifty-two (52) minutes left, a distance of Four Hundred Ninety-one and three hundredths (491.03) feet to the Point of Beginning; thence Northerly deflecting Eighty-eight (88) degrees Fifty-two (52) minutes right, a distance of Ten (10) feet; thence Westerly deflecting Ninety (90) degrees left, a distance of approximately One Hundred Three and five tenths (103.5) feet, along a line that is Eighty-five (85) feet north of and parallel to the South Lot Line of said Lot Fifty-six (56), to a point of intersection with the West Lot Line of said Lot Fifty-six (56), thence Southerly deflecting Ninety-three (93) degrees Sixteen (16) minutes left, along said West Lot Line, a distance of Thirty-two and five hundredths (32.05) feet; thence Easterly deflecting Eighty-six (86) degrees Forty-four (44) minutes left, a distance of approximately Eighty-seven and six tenths (87.6) feet, along a line that is Fifty-three (53) feet north of and parallel to the South Lot Line of said Lot Fifty-Six (56), to a point of intersection with the Northerly Pioneer Blvd. Right-of-Way Line; thence Northeasterly deflecting Fifty-three (53) degrees Thirty-six (36) minutes left, along said Right-of-Way Line, a distance of Twenty-seven and three tenths (27.3) feet to the point of Beginning, and ending there; containing Zero and seven hundredths (0.07) acres, more or less. Also for down guy purposes, the North Twenty-three (23) feet of the South One Hundred and Eight (108) feet of the West Ten (10) feet of said Lot Fifty-six (56).

- CONDITIONS: feet of the West Ten (10) feet of said Lot Fifty-six (56).
- 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.
 - 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.
 - 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.
 - 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.
 - 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 _____ day of _____, 19____.

X Paul D. Marx
 Paul D. Marx
 X Betty Mae Marx
 Betty Mae Marx
 Louis Berlowitz
 GENERAL NOTARIAL
 SEAL
 STATE OF NEBRASKA
 COMMISSION EXPIRES
 March 10, 1983

STATE OF **Nebraska**
 COUNTY OF **Lancaster**

On this 20th day of July, 1979
 before me the undersigned, a Notary Public in and for said County,
 personally came Paul D Marx and Betty Mae Marx,
husband and wife,
 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 their voluntary act and deed for the purpose
 therein expressed.
 Witness my hand and Notarial Seal at Lincoln in
 said County the day and year last above written.

Louis Berlowitz
 NOTARY PUBLIC
 My Commission expires: March 10, 1983

Transmission Engineer _____ Date _____: Land Rights and Services _____ Date _____
 Recorded Instrument No. _____ on the _____ day of _____

X Louis E. Marx
 Louis E. Marx
 X Ruth Marx
 Ruth Marx

STATE OF Calif.
 COUNTY OF Los Angeles
 On this 3rd day of August, 1979
 before me the undersigned, a Notary Public in and for said County and
 State, personally appeared Louis E. Marx
and Ruth Marx

personally to me known to be the identical person(s) and who acknowl-
 edged the execution thereof to be their voluntary act and deed
 for the purpose therein expressed.
 Witness my hand and Notarial Seal the date above written.

Mary Jane Howroyd
 NOTARY PUBLIC

My Commission expires: _____
 OFFICIAL SEAL
 MARY JANE HOWROYD
 NOTARY PUBLIC - CALIFORNIA
 LOS ANGELES COUNTY
 My comm. expires JUN 30, 1981

STATE OF NEBRASKA,
COUNTY OF _____ } ss.

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_____.

STATE OF NEBRASKA,
COUNTY OF _____ } ss.

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_____.

STATE OF NEBRASKA,
COUNTY OF _____ } ss.

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)

INDEXED
MICRO-FILED
GENERAL

6-358

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1979 AUG 13 PM 3:56

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 79- 20652

\$6.25

LFS SHARON THEOBALD