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Lancaster County, NE Assessor/Register of Deeds ^{opodal} Office ERSE
Pages 4



RIGHT OF WAY EASEMENT

That **AGINVEST LLC, a Nebraska limited liability company**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 and OVC), duly paid the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE, and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, d/b/a/ LINCOLN ELECTRIC SYSTEM, its successors and assigns, herein called "LES" as follows:

The permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto including structures, structure foundations, poles, pole foundations, down guys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across the following described real property, to-wit:

Attached Exhibit "A"

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, d/b/a LINCOLN ELECTRIC SYSTEM, its successors and assigns, forever, or until released by LES.

LES shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, rocks, shrubs, roots, limbs or other surface materials which now or at any future time are located on, overhang, or extend onto the easement area. LES will remove all brush, trimmings and debris at its expense.

LES shall have the right, at any time, at its expense, to clear any and all vegetation including, but not limited to, vines, briars, shrubs, trees and other woody stem vegetation from the full width of the easement, either by cutting and removing the growth and/or application of environmentally safe herbicides which pose no harmful effects to animals or grasses. Certain indigenous plants, if approved by LES, may be planted within the easement area. Certain row crops (corn, wheat, soy beans) are permitted in rural easement areas, but tree farms and the growing of nursery stock are prohibited in rural and urban easement areas.

It is the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal, or other personal property, or use of the area in any way which would, in the judgement of LES, endanger or be a hazard to or interfere with, the rights of LES to use the same for the purpose herein expressed in accordance with the terms hereof and subject to any prior leases or easements of record heretofore granted to other parties. Grantor shall not change or alter the grade of the right-of-way described hereinabove without the prior written approval of LES.

As soon as possible following completion of any construction by LES in the easement area, LES will cause to be removed from the property hereinabove described all debris and construction equipment and restore the premises to the extent practical. Any damage to crops of Grantor or any tenant resulting from the entry upon the property of Grantor for construction, maintenance, or repair purposes shall be paid to Grantor or Grantor's tenant as determined by agreement of the parties or as determined by law.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, lessees, successors, and assigns of the respective parties, and the easements, rights, obligations, and privileges of LES created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure, or lack of use by LES for any period of time.

CRG-LES

IN WITNESS WHEREOF, we have hereunto set our hands this 3rd day of March, 2014.

AGINVEST LLC, a Nebraska limited liability company

By: Danja Pegram Siders for Aginvest LLC
Danja Pegram Siders, Managing Member

STATE OF NEBRASKA
COUNTY LANCASTER



Before me, a Notary Public, qualified for and in said County, personally came Danja Pegram Siders, Managing Member on behalf of AGINVEST LLC, A Nebraska limited liability company, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed.

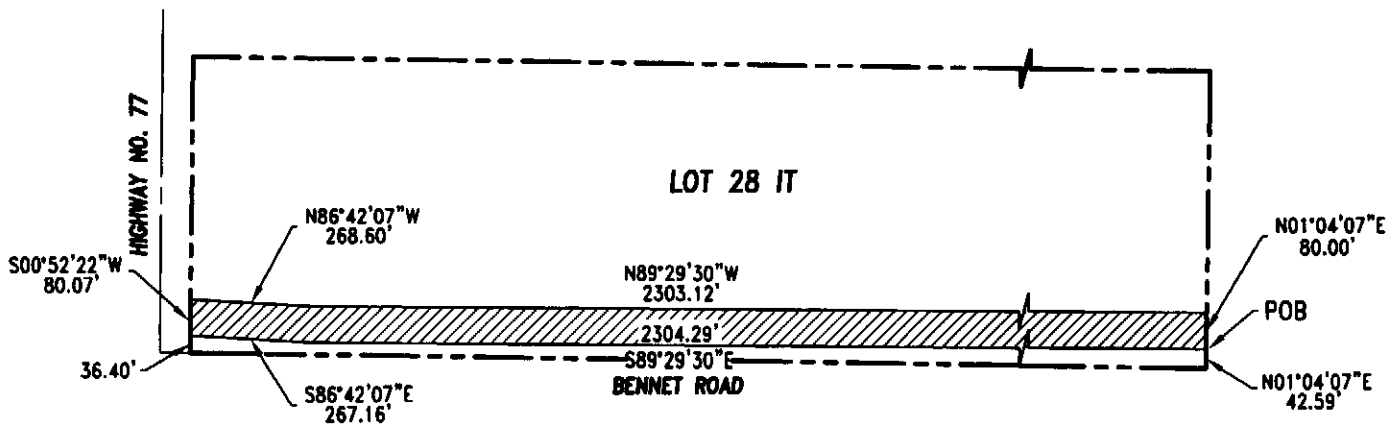
WITNESS my hand and notarial seal on this 3 day of March, 2014.

[Signature]
Notary Public

L.E.S. EASEMENT

Exhibit "A"

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SCALE: 1" = 400'

LEGAL DESCRIPTION: A PART OF LOT 28 OF IRREGULAR TRACTS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA

DATE: 7/1/2013

TRACT 6

Exhibit "A"
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TRACT NO.6

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DESCRIPTION OF AN ELECTRICAL EASEMENT ON A PART OF LOT 28 OF IRREGULAR TRACTS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE IN A NORTHERLY DIRECTION, ALONG THE EAST LINE OF SAID LOT 28, ON AN ASSUMED BEARING OF N 01°04'07" E FOR A DISTANCE OF 42.59' TO THE POINT OF BEGINNING

THENCE CONTINUING ON THE LAST DESCRIBED COURSE, ALONG THE EAST LINE OF SAID LOT 28, ON SAID BEARING OF N 01°04'07" E FOR A DISTANCE OF 80.00'

THENCE N 89°29'30" W FOR A DISTANCE OF 2303.12'

THENCE N 86°42'07" W FOR A DISTANCE OF 268.60' TO A POINT ON THE WEST LINE OF SAID LOT 28

THENCE S 00°52'22" W, ALONG THE WEST LINE OF SAID LOT 28, FOR A DISTANCE OF 80.07'

THENCE S 86°42'07" E FOR A DISTANCE OF 267.16'

THENCE S 89°29'30" E FOR A DISTANCE OF 2304.29' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 205727 SQUARE FEET

I HEREBY CERTIFY THE LOCATION OF THE PROPOSED EASEMENT ACROSS THE PROPERTY DESCRIBED ABOVE, THE CENTERLINE OF WHICH WAS LOCATED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNED THIS 1ST DAY OF JULY, 2013


KERRY W. SIMONDS LS NO. 333

