

\$15.50

*Dan Jolte*

REGISTER OF DEEDS

2002 APR 10 P 4: 13

LANCASTER COUNTY, NE

INST NO 2002

0 2 3 7 2 6

BLOCK  
CODE  
NOCK 2  
CHECKED  
ENTERED  
EDITED

**RIGHT OF WAY EASEMENT**

That **Lincoln North Creek, L.L.C., 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 and which interfere with or jeopardize lines to be constructed or installed by the terms of this easement. Grantor hereby grants to LES the right to top or remove any trees which, in falling would come within 15 feet of the nearest electric line conductor. LES will remove all brush, trimmings and debris at its expense.

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.

IN WITNESS WHEREOF, we have hereunto set our hands this 2 day of April, 20 02

Lincoln North Creek, L.L.C., a Nebraska Limited Liability Company

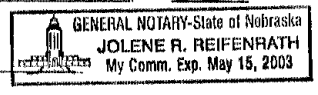
By: *Robert D. Hampton*

STATE OF Nebraska  
COUNTY Lancaster

Before me, a Notary Public, qualified for and in said County, personally came Robert D. Hampton, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal on this 2<sup>nd</sup> day of April, 20 02

*Jolene R. Reifernath*  
Notary Public



STATE OF \_\_\_\_\_  
COUNTY \_\_\_\_\_

Before me, a Notary Public, qualified for and in said County, personally came \_\_\_\_\_, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be his/her/their voluntary act and deed.

WITNESS my hand and notarial seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public

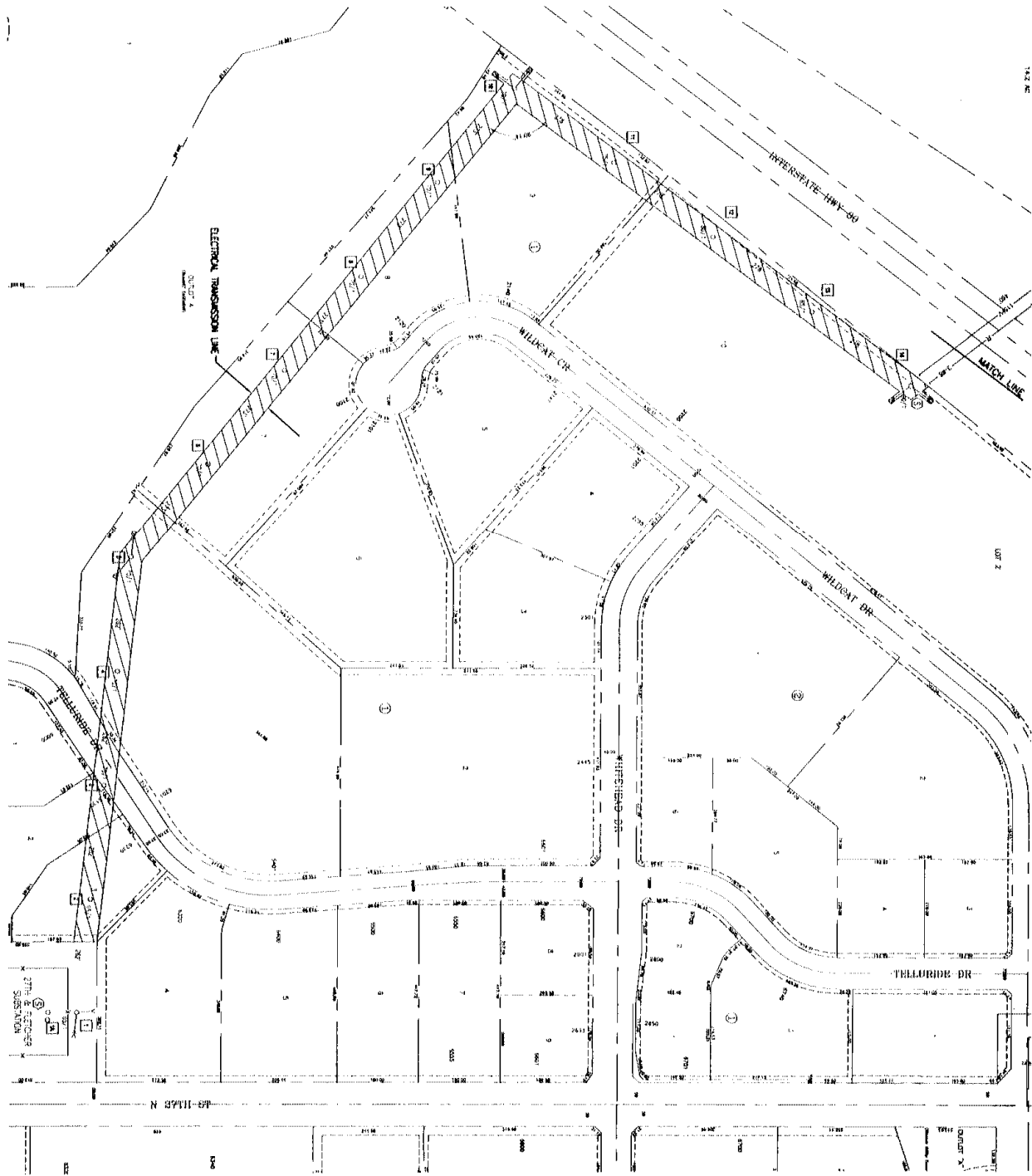
Charge LES

LES  
ENU.

Exhibit "A"

A LEGAL DESCRIPTION OF A UTILITY EASEMENT LOCATED ON A PORTION LOT 2, BLOCK 1, NORTH CREEK 2<sup>ND</sup> ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M. AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

REFERRING TO THE NORTHWESTERLY CORNER OF SAID LOT 2, SAID CORNER BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF TELLURIDE DRIVE; THENCE: S34°22'29"E, (AN ASSUMED BEARING), ON THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 33.92 FEET TO THE POINT OF BEGINNING; THENCE: CONTINUING S34°22'29"E, ON SAID LINE, A DISTANCE OF 66.19 FEET; THENCE: N83°25'54"W, A DISTANCE OF 152.77 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE; THENCE: N55°37'31"E, ON SAID LINE, A DISTANCE OF 76.30 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 0.117 ACRES MORE OR LESS.



WILSON CR  
WILSON DR  
TELUKIDE DR  
N 37TH ST

