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BOOK 350 PAGE 725
OF 2 INST# 95

RIGHT-OF-WAY EASEMENT

TINCHER INVESTMENTS CO., INC., a Nebraska Corporation, Owner of the real estate described as follows, and hereafter referred to as "Grantor,"

The East 7.50 Feet in Width of Lots 12, 13, 14 and 15, Itan Parkview, a subdivision, as surveyed, platted and recorded in Saunders County, Nebraska

95-1
in consideration of the sum of One and No/100 Dollars (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the CITY OF YUTAN, a municipal corporation in the State of Nebraska, its successors and assigns, hereafter referred to as "Yutan", a permanent right-of-way easement, with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities and other utilities, consisting of grounding cables, wires, and other appurtenances, hereafter referred to as "Grantee Facilities," upon, over, along and under the following described real estate, to wit:

See Exhibit "A" attached hereto for a drawing and a description of the easement area.

CONDITIONS:

The Grantor hereby grants to Yutan, its successors and assigns the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of Yutan.

Yutan shall make reasonable efforts to install and maintain Grantee Facilities in a manner that does not interfere with Grantor's use of the easement area.

All costs to repair damages to any landscaping or improvements including, but not limited to, roads, paving, fencing or sidewalks arising from the construction or maintenance of Grantee's Facilities shall be paid for by Yutan.

The Grantor covenants that it has lawful possession of said real estate, good, right, and lawful authority to make such conveyance and that its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless Yutan forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

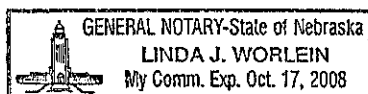
IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 12 day of October, 2006.

TINCHER INVESTMENTS CO., INC.,
a Nebraska Corporation

By, Mark A. Tinch, its President

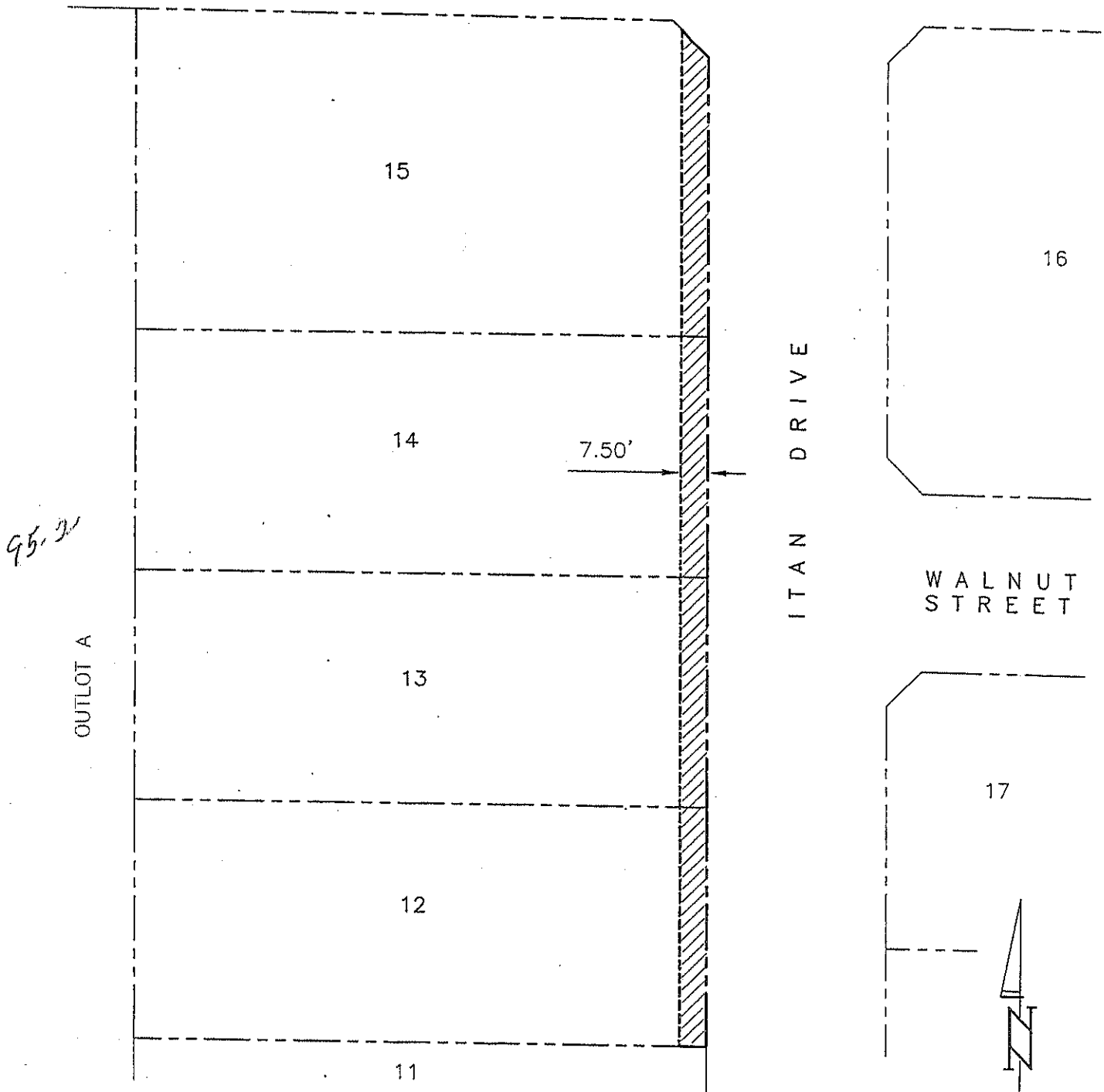
STATE OF NEBRASKA)
COUNTY OF CASS) ss.

The foregoing purchase agreement was acknowledged before me on Oct 12, 2006, by Mark A. Tinch, President of Tinch Investments Co., Inc., a Nebraska Corporation.



Linda J. Worlein
NOTARY PUBLIC

35000725



LEGAL DESCRIPTION

THE EAST 7.50 FEET IN WIDTH OF LOTS 12, 13, 14 AND 15, ITAN PARKVIEW, A SUBDIVISION IN SAUNDERS COUNTY, NEBRASKA.

TINCHER

TD2 FILE NO.: 1030-119-EASEB

DATE: SEPT. 11, 2006

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860