

RIGHT-OF-WAY EASEMENT

In consideration of the sum of One Dollar (\$1.00) 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:

The Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), and Lot Six (6), an Irregular Tract located in the Northeast Quarter (NE 1/4), all of Section Thirty-six (36), Township Eleven (11) North, Range Six (5) East of the Sixth Principal Meridian, Lancaster County, Nebraska.

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

on the said Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), a strip of land Fifty (50) feet wide the centerline of which is described as follows: commencing at the Quarter Section Point on the North Line of said Section Thirty-six (36); thence west along said North Section Line a distance of Five Hundred Seventy-one (571) feet to a Point of Beginning; thence southeasterly to a point on the East Line of the Northwest Quarter (NW 1/4) of said Section Thirty-six (36) that is Seven Hundred Twenty-five (725) feet south of the North Line of said Section Thirty-six (36), and ending there; also on said Lot Six (6), a strip of land Fifty (50) feet wide the centerline of which is described as follows: commencing at the Quarter Section Point on the North Line of said Section Thirty-six (36); thence south along the West Line of the Northeast Quarter (NE 1/4) of said Section Thirty-six (36) a distance of Seven Hundred Twenty-five (725) feet to a Point of Beginning; thence southeasterly to a point on the South Line of said Northeast Quarter (NE 1/4) that is Four Hundred Seventy (470) feet east of the West Line of said Northeast Quarter (NE 1/4).

CONDITIONS:

- (a) 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.
(b) 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.
(c) 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.
(d) 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.
(e) 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 18th day of DECEMBER, 1978

Handwritten signatures of Russell D. Parrott and Elizabeth M. Parrott

STATE OF
COUNTY OF

STATE OF
COUNTY OF

On this 18th day of DECEMBER, 1978, before me the undersigned, a Notary Public in and for said County,

On this 18th day of DECEMBER, 1978, before me the undersigned, a Notary Public in and for said County and

INDEXED
MICRO-FILED
GENERAL

State, personally appeared RUSSELL D. PARROTT