

76.005547

E A S E M E N T

Floyd F. Payton and Phyllis J. Payton, husband and wife, each in his and her own right and as spouse of the other, herein called the Grantors, in consideration of Nine Hundred Fifty and No/100 Dollars (\$950.00) receipt of which is hereby acknowledged, and of the further agreements herein stated, hereby grant and convey unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, Nebraska, herein called the Grantee, a permanent and perpetual easement and right of way to survey, construct, reconstruct, relocate, inspect, repair, replace, extend, remove, maintain, and operate thereon electrical transmission and distribution lines, consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wire, supports, and other fixtures and equipment, and necessary surface markers and other appurtenances upon, over, along, above, across, underneath, and through a tract of land located in part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as:

The westerly fifty (50) feet of the easterly two hundred eighty-seven (287) feet of the northerly three hundred thirty and three-tenths (330.3) feet of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section Eleven (11), said tract containing 0.38 acres, more or less, as shown on the plat dated 9/22/75, marked Exhibit "A" attached hereto and incorporated herein by reference,

together with the following rights:

1. Grantee shall have the right of ingress and egress across Grantors' property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, extension, addition to, maintenance, operation, and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.

2. Grantee shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, replace, extend, add to, maintain, operate, and remove said transmission and distribution lines, together with the express provision that any and all trees which in falling would come within eighteen feet of the nearest electric line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be burned or removed by Grantee.

3. Grantee hereby agrees to pay the Grantors or Lessees, as their interest may appear, for any damage to real or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, extension, addition to, maintenance, operation, and removal of said transmission and distribution lines.

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4. Grantors or Lessees, as their interest may appear, may cultivate, use and enjoy the land within the right-of-way, provided, that such use shall not, in the judgment of Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, relocation, inspection, repair, replacement, extension, addition to, maintenance, operation, and removal of said transmission and distribution lines, and provided further, that Grantors shall not allow any buildings, structures, combustible material or property to be placed upon the above described easement area.

5. Grantee shall have the right, at any time, to relocate or add additional electric transmission and distribution lines, consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports, and other fixtures and equipment, with changed dimensions and different voltages, over, along, above, under, in, and across the above described real estate covered by this easement.

6. It is further agreed that Grantors have lawful possession of said real estate, good right, and lawful authority to make such conveyance and that their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless Grantee forever against the claims of all persons whomsoever in any assert 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 27th day of September, 1976.

Floyd F. Payton
Floyd F. Payton

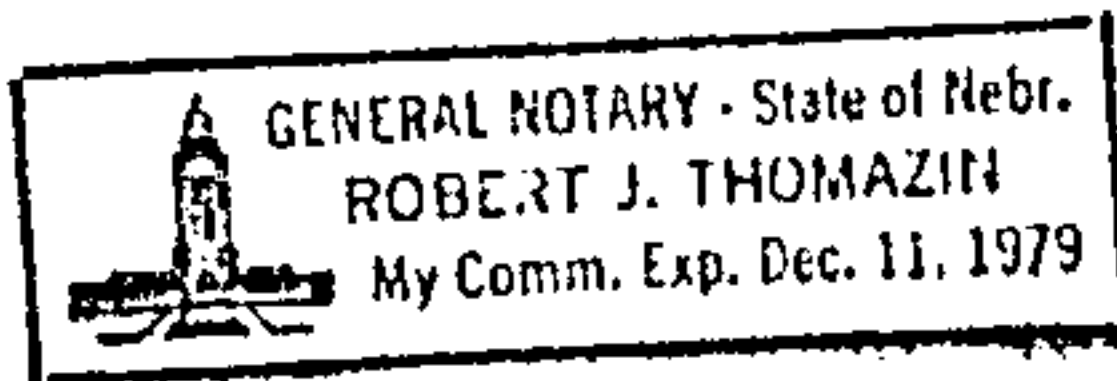
Phyllis J. Payton
Phyllis J. Payton

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 27th day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd F. Payton and Phyllis J. Payton, husband and wife, to me known personally to be the identical persons who signed the foregoing instrument and who acknowledged the execution thereof to be their voluntary acts and deeds for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Robert J. Thomazin
Notary Public



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CONSENT BY MORTGAGEE TO EASEMENT FOR PUBLIC UTILITIES

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor, the undersigned being the owner and holder of the indebtedness secured by the mortgage recorded in Book 159 at page 28 in the office of the Register of Deeds of Hall County, Nebraska, hereby grants to the City of Grand Island the same right-of-way and easement described in the foregoing grant and agrees that such right-of-way and easement shall be prior and paramount to all rights under such mortgage and under sale or foreclosure of same shall be subject to such right-of-way and easement.

IN WITNESS WHEREOF, the undersigned has executed this instrument or caused the due execution thereof this 28th day of September, 1976.

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION OF GRAND ISLAND

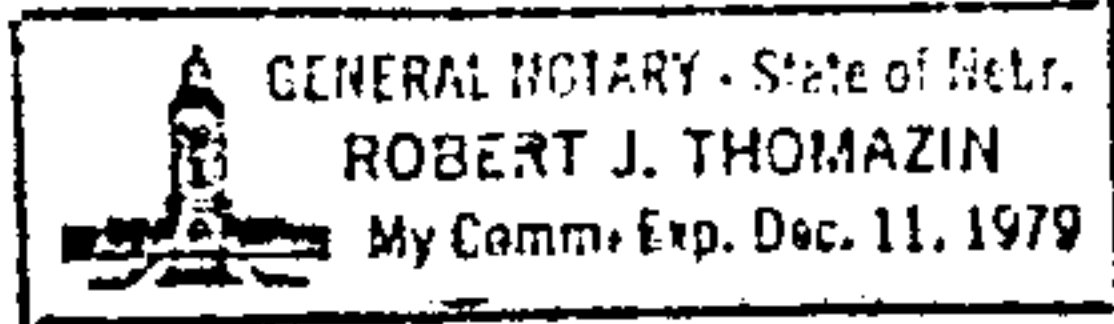
By Stephen R. Beldy
Title Secretary

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 28th day of September, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen R. Beldy, Secretary of Home Federal Savings and Loan Association of Grand Island, to me known personally to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Robert J. Thomazin
Notary Public



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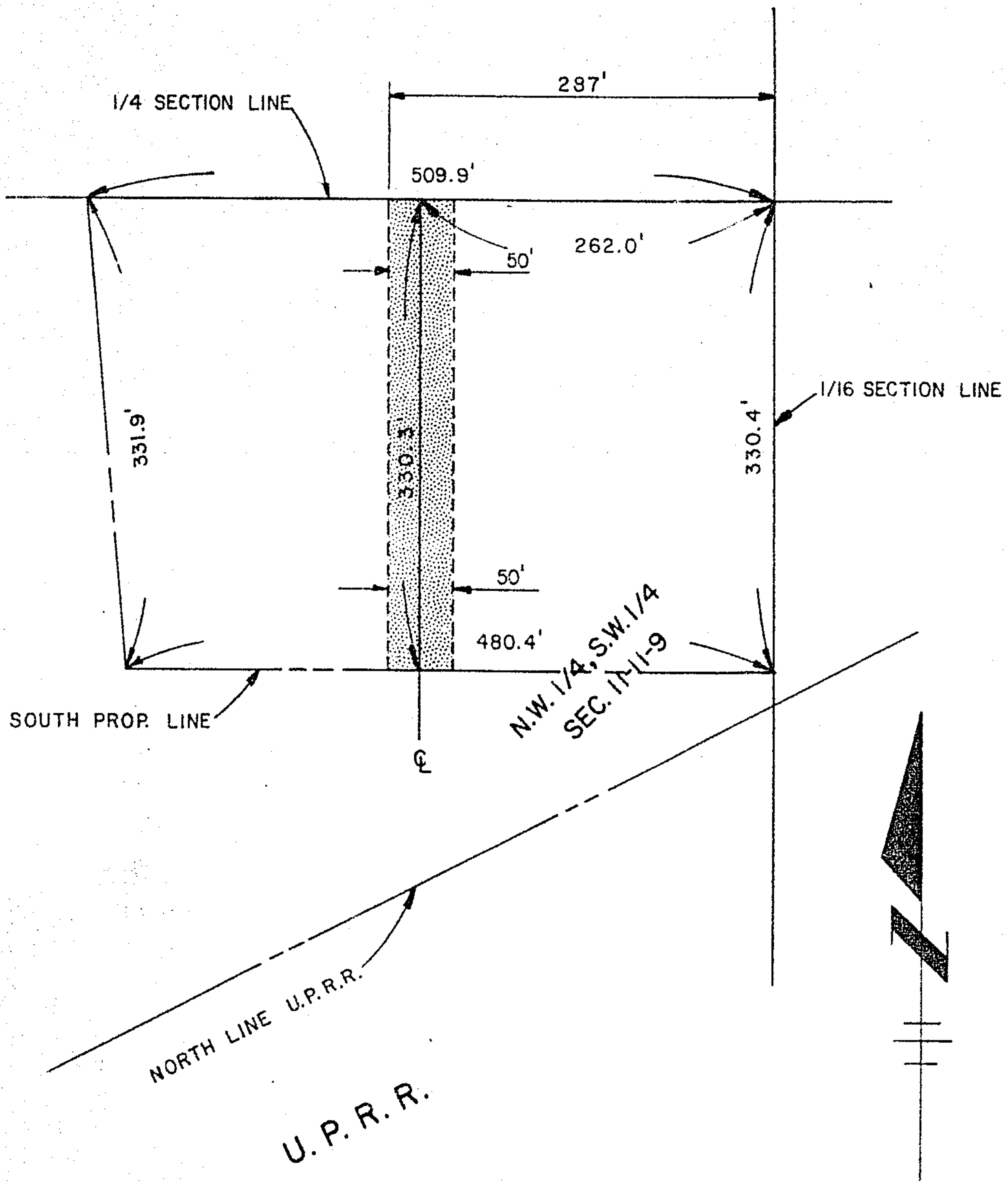


EXHIBIT " A "

CITY OF GRAND ISLAND, NEBR.
UTILITIES DEPARTMENT
CLIFF P. 9/22/75
SCALE: 1" = 100'

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Entered as Document No.

76-005547

Grantor
Grantee
Numerical
2112-3-4

STATE OF NEBRASKA) SS
COUNTY OF HALL)

176 SEP 29 PM 2 51

[Signature]
REG. OF DEEDS

Att. Charles...
CITY OF GRAND ISLAND
UTILITIES DEPARTMENT
POST OFFICE BOX 1000
GRAND ISLAND, NEBRASKA
68801

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