

E A S E M E N T

Zoe Holland Lake, a widow, herein called the Grantor, in consideration of Two Thousand Six Hundred Forty and No/100 Dollars (\$2,640.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, hereby grants and conveys 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, wires, 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 South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section Thirty-two (32), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows:

The northerly twenty-five (25) feet of the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$) of said Section Thirty-two (32), and the northerly eighty-four (84) feet of the easterly one hundred eighty-(180) feet of the South Half of the Southwest Quarter ($S\frac{1}{2}SW\frac{1}{4}$) of said Section Thirty-two (32), said tract containing 1.76 acres, more or less, as shown on the plat dated 6/7/76, 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 Grantor's 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 Grantor or Lessee, 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.

4. Grantors or Lessee, 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 Grantor 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 buys, anchors, crossarms, insulators, wires, supports, and other fixtures and equipment, with changed dimensions and different voltages, over, above, along, under, in, and across the above described real estate covered by this easement.

6. It is further agreed that Grantor has 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 way assert any right, title, or interest prior to or contrary to this conveyance.

Dated Sept. 29, 1976.

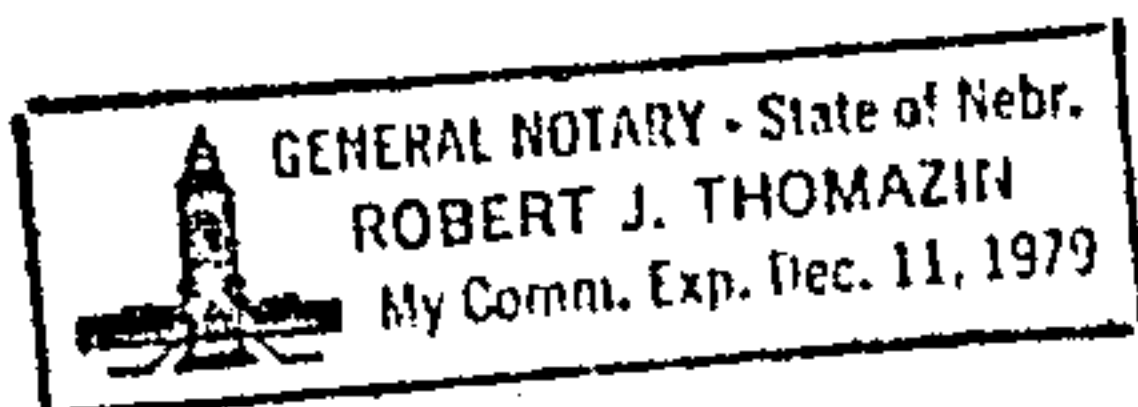
Eoe Holland Lake
Eoe Holland Lake
GRANTOR

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On this 29 day of Sept, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eoe Holland Lake, to me known personally to be the identical person who signed the foregoing Easement and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written)

Robert J. Thomazin
Notary Public



5674 RV-2

76- 005572

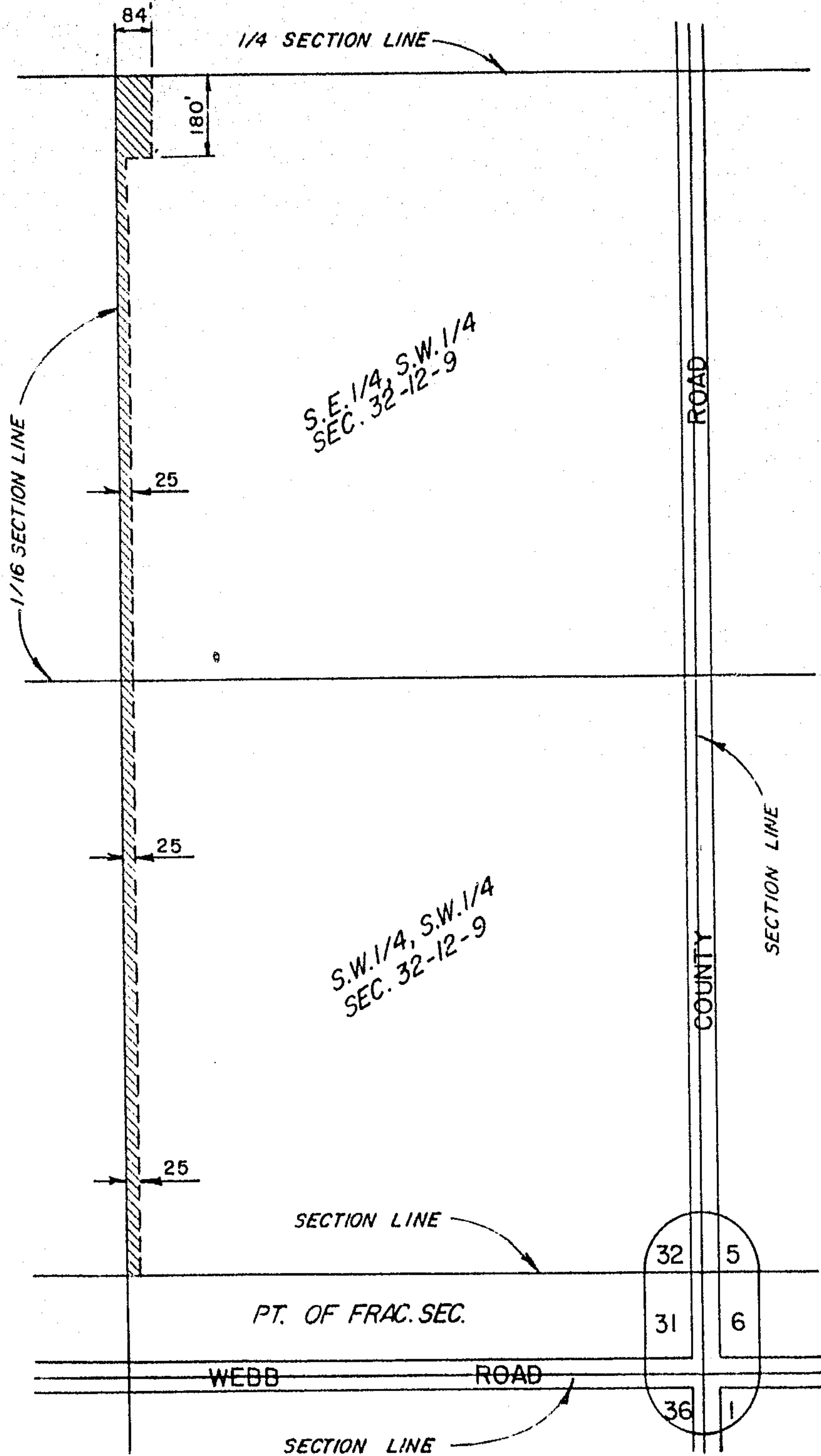


EXHIBIT " A "

CITY OF GRAND ISLAND, NEBR.
UTILITIES DEPARTMENT
T.W. BARNES, 6/7/76
SCALE: 1" = 300'

15674 RV-2

Entered as Document No.

76-005572

Grantor *[Signature]*
Grantee *[Signature]*
Numerical *[Signature]*

STATE OF NEBRASKA) SS
COUNTY OF DALLAS)

70 SEP 30 PM 1 30

[Signature]
REG. OF DEEDS

At Church Home
68801
GRAND ISLAND, NEBRASKA
POST OFFICE BOX 100
GRAND ISLAND, NEBRASKA
CITY OF GRAND ISLAND

5674 RV-2