

N3NPPD

UNDERGROUND STREET LIGHT CONDUCTORS  
EASEMENT FOR ~~RECORDING~~

KNOW ALL MEN BY THESE PRESENTS:

That Snyder-Beason Development Corporation, book of Lancaster County, Nebraska, in consideration of  
(If Grantor is not married, add words "an unmarried person".)

\$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 1.00 for underground street light conductors when set on the following described property, do we hereby grant and convey unto the Lincoln Electric System (hereinafter called "System") (and to)

(Leave blank if no other grantee.)

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary underground street light conductors and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

**Buena Vista Fifth Addition to the city of Waverly, Nebraska located in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-One (21), Township Eleven (11) North, Range Eight (8) East of the Sixth Principal Meridian in Lancaster County, Nebraska.**

The pole line herein contemplated shall be located on the property approximately as follows:

**On a strip of land five (5) feet wide extending along and abutting the side lot line from the rear property line to the front property line on the following property:**

- |   |  |
|---|--|
| <p><b>Block 1</b></p> <p>Lot 3 adjacent to Lot 2<br/>Lot 7 adjacent to Lot 6</p> <p><b>Block 2</b></p> <p>Lot 1 adjacent to Lot 2</p> | <p><b>Block 4</b></p> <p>Lot 6 adjacent to Lot 5<br/>Lot 1 adjacent to Lot 2<br/>Lot 18 adjacent to Lot 19</p> |
|---|--|

The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee(s) shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The Grantee(s) agree(s) that should the transmission lines constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 13<sup>th</sup> day of May, A.D., 19 74

WITNESS

Snyder-Beason Development Corporation  
Edna R. Rasmussen, President  
Grantor

STATE OF NEBRASKA, )  
COUNTY OF Lancaster )

On this 13<sup>th</sup> day of May, 19 74, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Wilma R. Rasmussen  
personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESSETH that the above written.

**SANDRA BARTLETT**  
GENERAL NOTARIAL SEAL  
Notary Public  
STATE OF NEBRASKA  
COMMISSION EXPIRES  
February 19, 1980  
10<sup>th</sup> day of Feb., 19 78  
Sandra Bartlett  
Notary Public

INDEXED MICRO-FILED GENERAL (FOR REGISTER OF DEEDS STAMP)  
31-464-406-472-476  
LANCASTER COUNTY NEBR.  
Kenneth L. Longman  
REGISTER OF DEEDS  
1974 MAY 20 PM 2:58  
ENTERED ON NUMERICAL INDEX FILED FOR RECORD AS:  
INST. NO. 74-7603  
#4.00  
Lin. Elec. System