

#11/00

Sam J. Galle
REGISTER OF DEEDS

1998 MAY -4 P 3: 14

INST. NO 98

020845

BLOCK

CODE

CHECKED

ENTERED

EDITED

X

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Lincoln Memorial Park Cemetery and _____, his wife of _____

(If Grantor is not married, add words "an unmarried person".)

Lancaster County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum

to make total payment of \$ 1.00 for all poles and all anchors and other necessary equipment when set on the following described property, do hereby grant and convey unto the LINCOLN ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more)

Aliant Communications

T.V. Transmission

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate and remove all necessary poles with wires, guys, underground electric facilities and other necessary equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows: Lot Thirteen (13), Section 13, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows:

See Attached Exhibit "A"

The Grantee 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 and underground electric facilities.

The Grantee 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, underground electric facilities and equipment used in connection therewith.

The Grantee shall also 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 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 any overhead electric lines, however, in the event that all or part of the underground electric facilities which may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgement of the Grantee, the Grantee shall have the right, without additional payment or consideration to the Grantor or their successors in title for any damage or loss occasioned thereby, to maintain, repair or replace such underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the underground electric facilities, the Grantee shall have the right to determine the most suitable location for the easement therefore and the Grantor agrees to convey such easement; and if the parties fail to agree upon any such new location for underground electric facilities, the Grantee shall have no obligation to replace or provide the underground electric facilities across or to any such property. In determining the locations for further installation the Grantee shall at all times exercise due care and diligence to avoid injury or damage to the property of the Grantor or their successors.

The Grantee agrees that should the lines and underground electric facilities 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 7th day of April, A.D., 19 98.

Brenda P. Huffman

Lincoln Memorial Park Cemetery

Louis B. Acosta

By: Gerard C. Alexander
Gerard C. Alexander, President

STATE OF NEBRASKA - Louisiana

Parish }
COUNTY OF Jefferson }

On this 8th day of April, 19 98, before me the undersigned, a Notary Public in and for said County and State, personally appeared Gerard C. Alexander personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who 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.

My Commission expires on the on death day of _____, 19 _____.

Gerard C. Alexander
Notary Public

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EXHIBIT "A"

Lot Thirteen (13) located in the West Half (W ½) of Section 13, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska. Commencing at the Southwest corner of said section; thence East coincident with the South line of said section a distance of Thirty Three (33) feet; to the point of beginning; thence North coincident with the East right-of-way line of S. 14th Street a distance of Two Thousand Seven Hundred Eighty Hundredths (2,781.80) feet to the Northeast corner of said lot; thence East coincident with the North line of said lot a distance of Seventeen (17) feet; thence South parallel with the West line of said section a distance of Two Thousand Three Hundred Sixty and Twenty Eight Hundredths (2,360.28) feet; thence East parallel with the North line of said lot a distance of Twenty (20) feet; thence South parallel with the West line of said section a distance of Fifteen (15) feet; thence West parallel with the North line of said lot a distance of Twenty (20) feet; thence South parallel with the West line of said section a distance of Four Hundred Six and Fifty Two Hundredths (406.52) feet; thence West parallel with the North line of said section a distance of Seventeen (17) feet to the point of beginning.

Lot Thirty Four (34) located in the North Half (N ½) of Section 24, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska. Commencing at the NW corner of Section 24; thence East coincident with the North line of said section a distance of Thirty Three (33) feet to the point of beginning; thence South coincident with the East right-of-way line of S. 14th Street a distance of Eighty Five (85) feet; thence East coincident with the South line of said lot a distance of Seventeen (17) feet; thence North parallel with the West line of said lot a distance of Eighty Five (85) feet; thence West coincident with the North line of said lot a distance of seventeen (17) feet to the point of beginning.

Lot Sixty Three (63) located in the North half (N ½) of Section 24, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska. Commencing at the NW corner of Section 24; thence East coincident with the North line of said section a distance of Thirty Three (33) feet; thence South coincident with the East right-of-way line of S. 14th Street a distance of Eight Five (85) feet to the NW corner of Lot Sixty Three (63) and the point of beginning; thence South coincident with the East right-of-way line of S. 14th Street a distance of Six Hundred Thirty Nine and Fifty Seven Hundredths (639.57) feet; thence East coincident with the right-of-way line of said lot a distance of Seventeen (17) feet; thence South parallel with the West line of said section a distance of one Hundred Fifteen and Forty Five Hundredths (115.45) feet; thence Southeast coincident with the right-of-way line of said lot a distance of Twenty Eight and Twenty Four Hundredths (28.24) feet; thence North parallel to the West line of said section a distance of One Hundred Sixty Five and Twenty Hundredths (165.20) feet; thence West parallel to the South line of said section a distance of Twenty (20) feet; thence North parallel to the West line of said section a distance of Fifteen (15) feet; thence West parallel to the South line of said lot a distance of Twenty (20) feet; thence North parallel to the West line of said section a distance of Two Hundred Thirty Seven and Five Hundredths (237.05) feet to the North line of said lot; thence West coincident with the North line of said lot a distance of Seventeen (17) feet to the point of beginning.