

N3-0375

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That A & H Realty Company, a Nebraska Corporation... Lancaster County, Nebraska, in consideration of \$ 1.00... receipt of which is hereby acknowledged... do we hereby grant and convey unto the Lincoln Electric System

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 poles, 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.

The former Omaha, Lincoln, and Beatrice Railway right-of-way, located between Amos Subdivision and Blocks 1 and 2 of Coné's Subdivision in the Northeast Quarter of Section 20, Township 10 North, Range 7 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows: A strip of land ten (10) feet in width, the centerline of which is more particularly described as follows: Beginning at a point on the north line of said right-of-way, located 40.5 feet south of the north line of said Section 20 and 339.75 feet east of the centerline of said Section 20 and proceeding south a distance of 26.1 feet to a point, thence south-southwesterly, along a line that deflects 22 degrees 24 minutes right, a distance of 240.45 feet to a point, thence south-westerly, along a line that deflects 13 degrees 28 minutes right, a distance of 273.33 feet to a point, thence west-southwesterly, along a line that deflects 29 degrees 54 minutes right, a distance of 28.3 feet more or less, to a point of ending located 125 feet north of the centerline of Dudley Street and 60 feet east of the centerline of said Section 20. The above described easement is illustrated by Exhibit "A", attached hereto and made a part hereof.

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 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 judgment 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 therefor 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.

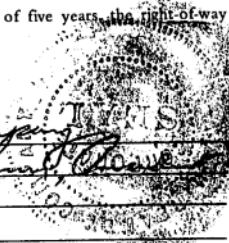
The Grantee agrees that should the lines and underground electric facilities constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 14th day of August, A.D., 1975

WITNESS

Lester B. Appleton

A & H Realty Company by Herbert H. Heumann, President



STATE OF NEBRASKA,

COUNTY OF Lancaster

On this 14th day of August, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared Herbert H. Heumann, President of A & H Realty Co., 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 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 20th day of Jan., 1980. Lester B. Appleton, Notary Public

(FOR REGISTER OF DEEDS STAMP)

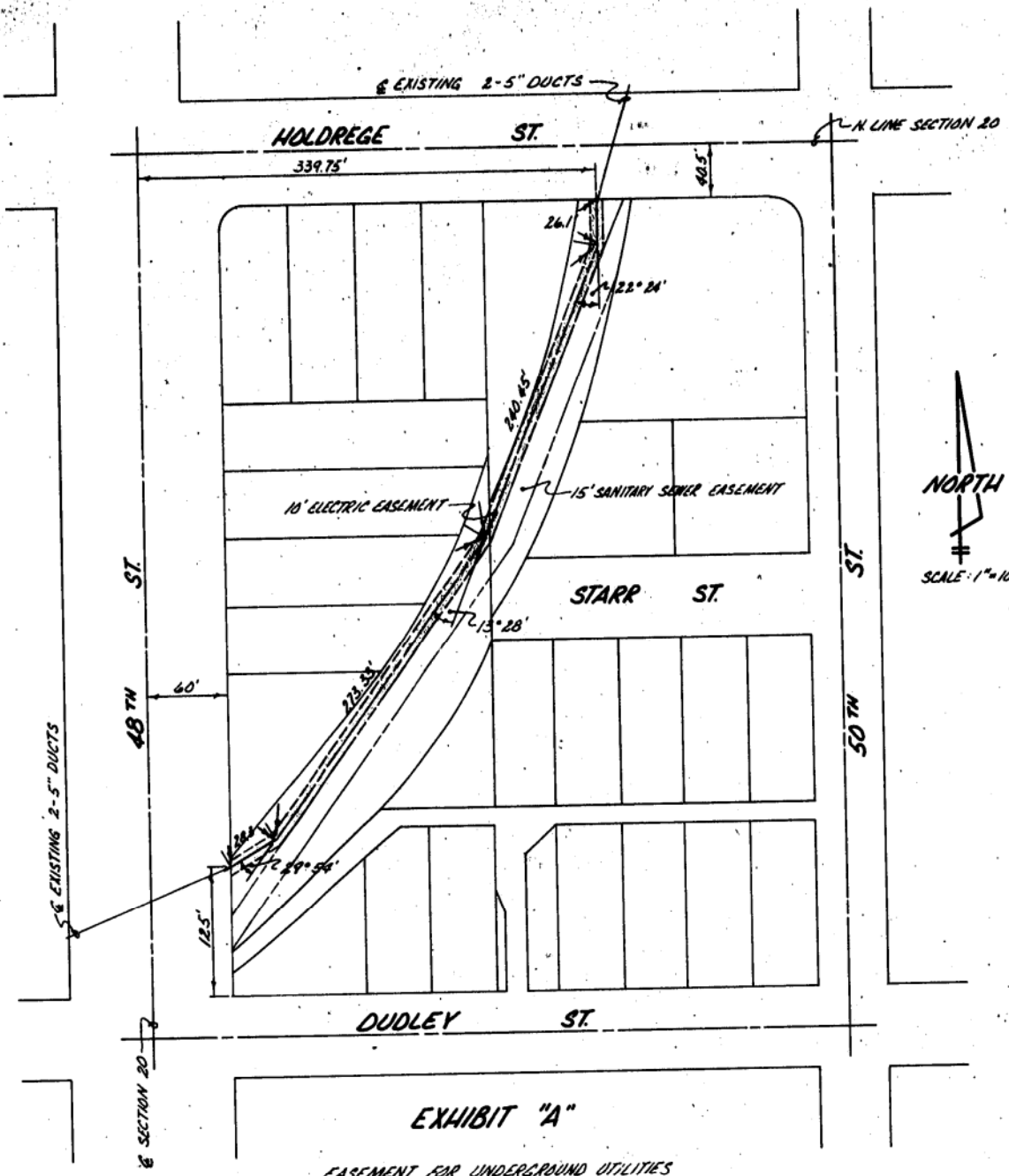


EXHIBIT "A"
EASEMENT FOR UNDERGROUND UTILITIES

10-530
26-260

INDEXED
MICRO-FILED
GENERAL

10-531
261A
262A
max

LANCASTER COUNTY NEBR.
Kimble L. Ferguson
REGISTER OF DEEDS

1975 SEP -3 AM 10:45

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 75- 14376

P. C. 75

L. S.