

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Northeast Investment Company, his wife, of 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 poles and 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)

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. Lots 6, 8, and 9 and the vacated alley between Lots 6 and Lots 8 and 9, all in Block 2 of Cone's Subdivision, and the former Omaha, Lincoln, and Beatrice Railway right-of-way, located between Amos Subdivision and Block 2 of Cone's Subdivision, and Lot 10 of Amos Subdivision, all of which are located in the NE 1/4 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: Referring to the SE corner of Lot 8, Block 2 of Cone's Sub, thence N. along the E. line of said Lot 8 a distance of 56 feet to the point of beginning, thence W. 3 feet, thence N. 6 feet, thence E. 3 feet to the E. line of said Lot 8, thence N. 4 feet along the E. line of Lot 8, thence E. into Lot 9 Block 2 of Cone's Sub a distance of 5.5 feet, thence N. 58 feet, more or less, to the N. line of said Lot 9, thence W. 153.5 feet through the former O.L. & B. RR R.O.W. and into Lot 10, Amos Sub to a point on the W. line of said Lot 10, thence N. 6 feet, thence E. 146.5 feet to a point 6 feet N. of S. line of Lot 6, Block 2 of Cone's Sub and 50.5 feet W. of E. line of said Lot 6, thence N. 136 feet to a point 310 feet N. of the centerline of Dudley Street, thence E. 6 feet, thence S. 136 feet, thence E. 7 feet, thence S. 70 feet to a point 60 feet N. of the S. line of Lot 9, Block 2 Cone's Sub, thence W. 8.5 feet, thence S. 4 feet, thence W. 3 feet to the point of beginning. This 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 29 day of September, A.D., 1975

WITNESS

Signature lines for Northeast Investment Co. and witnesses.

STATE OF NEBRASKA
COUNTY OF Lancaster

On this 29 day of Sept, 1975, before me the undersigned, a Notary Public in and for said County and State, personally appeared [Signature] 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 voluntary act and deed for the purpose therein expressed.

WILLARD J. WASSUNG
GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
My Commission Expires on the 27 day of April, 1976
APRIL 27 1976
Notary Public

(FOR REGISTER OF DEEDS STAMP)

NORTH
SCALE 1"=50'

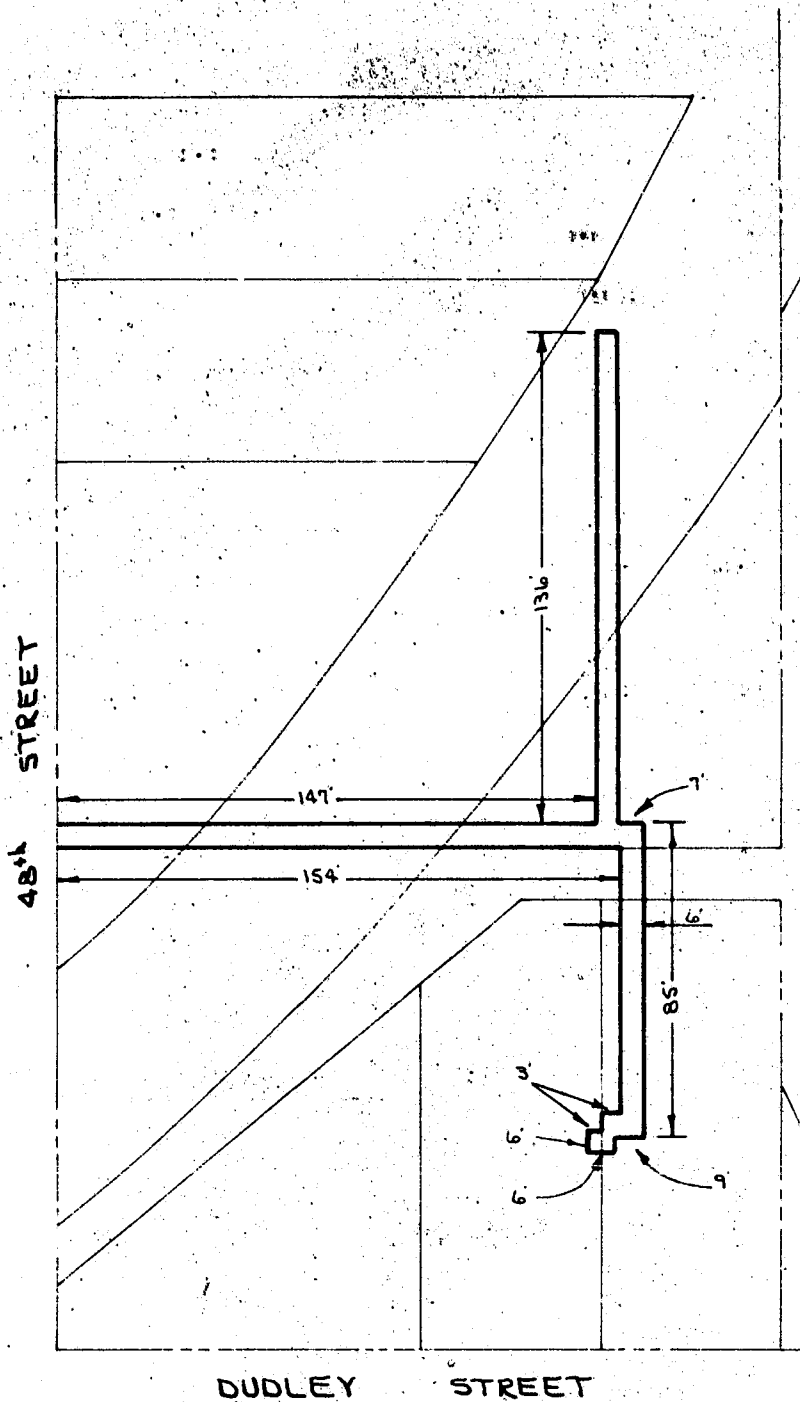


EXHIBIT "A"
EASEMENT FOR U.G. UTILITIES

INDEXED
MICRO-FILED
GENERAL

26-262A
10-531
misc.

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS

1975 OCT 14 AM 11:29

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 75-17614

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L.S.