

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Northeast Investment Company... 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 underground cables... 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 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 Block 2 of Cone's Subdivision in the NE 1/4 of Section 20, Township 10 North, Range 7 East of the Sixth Principal Meridian, Lancaster County, Nebraska.

The electric lines 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 west line of said right-of-way, located 125 feet north of the centerline of Dudley Street and 60 feet east of the centerline of said Section 20 and proceeding east-northeasterly a distance of 28.3 feet to a point, thence north-easterly along a line that deflects 29 degrees 54 minutes left, a distance of, 223 feet, more or less, to a point on a line connecting the NW corner of Lot 5, Block 2 Cone's Sub with the NE corner of Lot 9 Amos Sub. 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

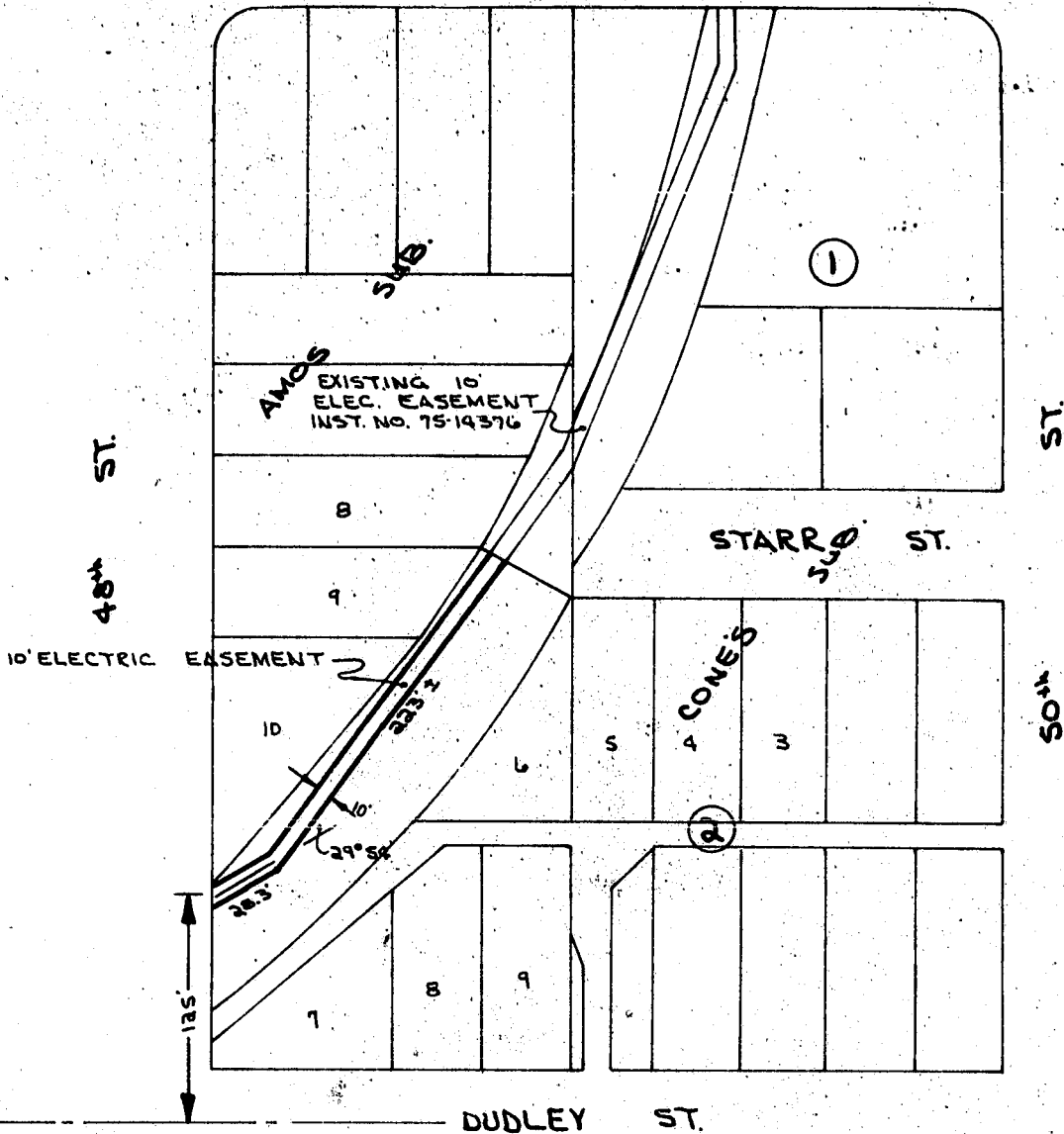
WITNESS

Handwritten signature of Northeast Investment Co. and another witness.

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... WILLARD J. WASSON, GENERAL NOTARIAL SEAL, STATE OF NEBRASKA, My Commission expires on the 27 day of April, 1976.

(FOR REGISTER OF DEEDS STAMP)

HOLDREGE ST.



SCALE 1/4" = 100'

EXHIBIT "A"
EASEMENT FOR U.G. UTILITIES

INDEXED
MICRO-FILED
GENERAL

10-531
26-262A
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- 17645

650