



05029064

INST. NO 2005

\$15.50

2005 MAY 27 P 3: 25

029064

LANCASTER COUNTY, NE

BLOCK

CODE

HK

CHECKED

13

ENTERED

EDITED

UNDERGROUND RIGHT OF WAY EASEMENT

That U.S. Express, Inc. a Nevada Corporation

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 and OVC), duly paid the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE, and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, d/b/a/ LINCOLN ELECTRIC SYSTEM, its successors and assigns, herein called "LES" as follows:

The permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto including structures, structure foundations, poles, pole foundations, down guys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across the following described real property, to-wit:

Attached Exhibit "A"

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, d/b/a LINCOLN ELECTRIC SYSTEM, its successors and assigns, forever, or until released by LES.

LES shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, rocks, shrubs, roots, limbs or other surface materials which now or at any future time are located on, overhang, or extend onto the easement area and which interfere with or jeopardize lines to be constructed or installed by the terms of this easement. Grantor hereby grants to LES the right to top or remove any trees which, in falling would come within 15 feet of the nearest electric line conductor. LES will remove all brush, trimmings and debris at its expense.

It is the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal, or other personal property, or use of the area in any way which would, in the judgement of LES, endanger or be a hazard to or interfere with, the rights of LES to use the same for the purpose herein expressed in accordance with the terms hereof and subject to any prior leases or easements of record heretofore granted to other parties. Grantor shall not change or alter the grade of the right-of-way described hereinabove without the prior written approval of LES.

As soon as possible following completion of any construction by LES in the easement area, LES will cause to be removed from the property hereinabove described all debris and construction equipment and restore the premises to the extent practical. Any damage to crops of Grantor or any tenant resulting from the entry upon the property of Grantor for construction, maintenance, or repair purposes shall be paid to Grantor or Grantor's tenant as determined by agreement of the parties or as determined by law.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, lessees, successors, and assigns of the respective parties, and the easements, rights, obligations, and privileges of LES created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure, or lack of use by LES for any period of time.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of May, 2005.

U.S. Express Inc., a Nevada Corporation

By: Alan J. Hingst

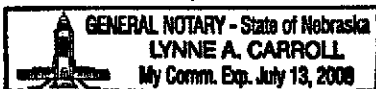
STATE OF Nebraska
COUNTY Lancaster

The foregoing instrument was acknowledged before me this 9th day of May, 2005.

by Alan J. Hingst the Exec. VP-Contractor Program (title)

of U.S. Express, Inc. a Nevada corporation,

on behalf of the corporation.



Lynne A. Carroll
Notary Public

LES-enc

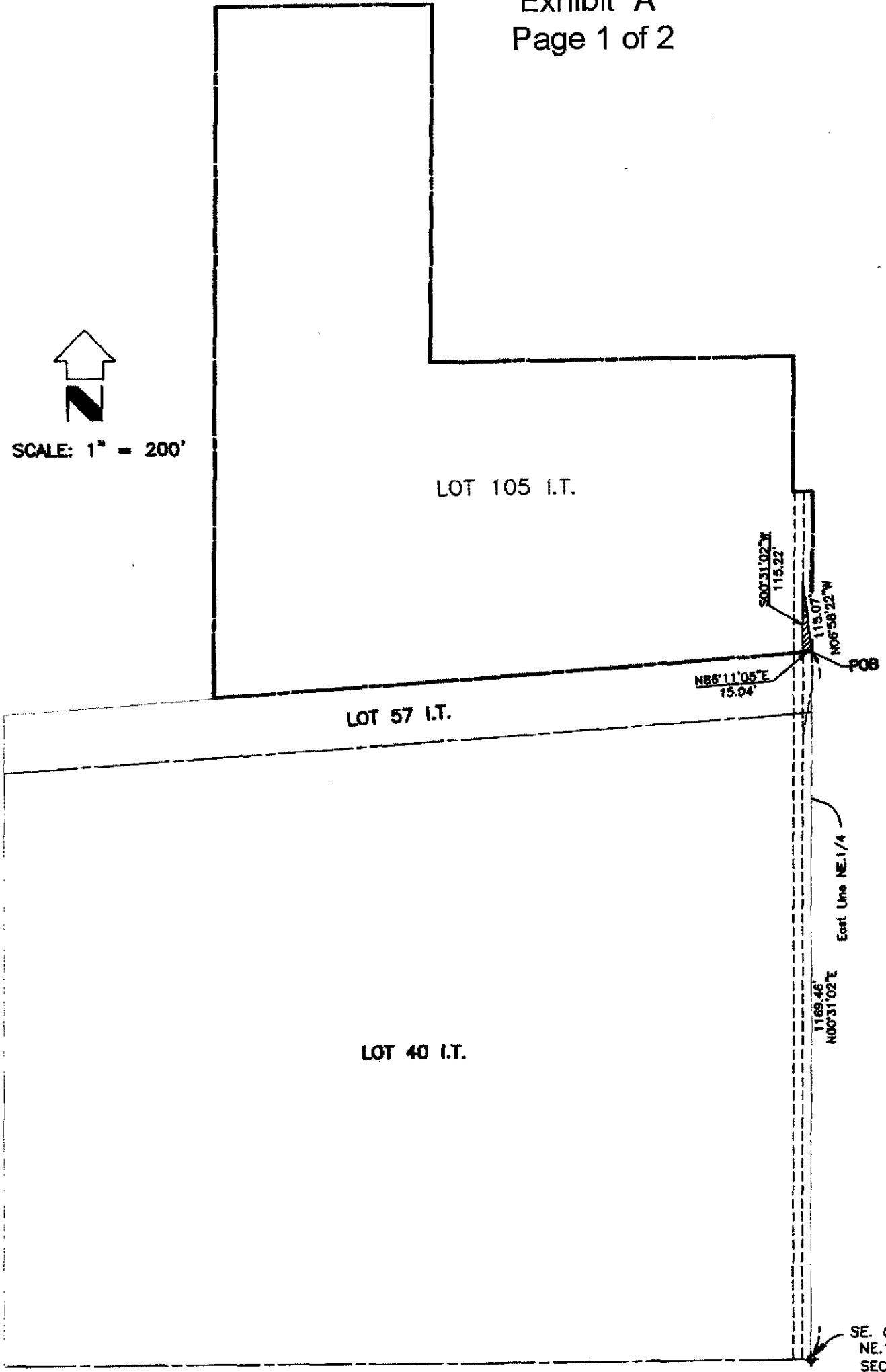
Chg LES

L.E.S. EASEMENT

Exhibit "A"
Page 1 of 2



SCALE: 1" = 200'



LEGAL DESCRIPTION: A part of Lot 105 of Irregular Tracts located in the Northeast Quarter of Section 29, T.10N.R.6 East of the 6th P.M., Lancaster County, Nebraska

OWNER:

SCALE: 1" = 200'

DATE: 4/12/05

TRACT NO.

Exhibit "A"
Page 2 of 2

Description of an Electrical Easement located on a part of Lot 105 of Irregular Tracts located in the Northeast Quarter of Section 29, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southeast corner of the Northeast Quarter of said Section 29; thence in a Northerly direction, along the East line of the Northeast Quarter of said Section 29, on an assumed bearing of North 00 degrees 31 minutes 02 seconds East, for a distance of 1169.46 feet to the Southeast corner of said Lot 105 of Irregular Tracts and **Point of Beginning**

THENCE North 06 degrees 58 minutes 22 seconds West for a distance of 115.07 feet

THENCE South 00 degrees 31 minutes 02 seconds West for a distance of 115.22 feet to a point on the South line of said Lot 105

THENCE North 86 degrees 11 minutes 05 seconds East, along the South line of said Lot 105, for a distance of 15.04 feet to the **Point of Beginning**

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 864 Sq.Ft. more or less.

I hereby certify the location of the Proposed Easement across the property described above the centerline of which was located by me or under my direct supervision.

Signed this 12th day of April, 2005.


KERRY W. SIMONDS LS NO. 333

