

FORM 16 11079

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Alan L. Fluckey and Susan E. Chadwick, XXXXX, 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 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)

The Lincoln Telephone & Telegraph Company T.V. Transmission, Inc.

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.

A part of Lot 32 in the West half of the Southeast Quarter of Section 11, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, described as follows: Commencing at the Southeast corner of the West Half of the Southeast Quarter; Thence Westerly along the South line of the said West Half of the Southeast Quarter, a distance of 325.0 feet; Thence Northerly deflecting right 89 degrees 40 minutes, a distance of 50.0 feet to the point of beginning; Thence continuing along the last described course a distance of 653.5 feet; Thence Easterly deflecting right 90 degrees 20 minutes, a distance of 325.0 feet to the East line of the West Half of the Southeast Quarter; Thence Northerly along said East line a distance of 644.5 feet; Thence Westerly deflecting left 89 degrees, 40 minutes and parallel with the South line of the West Half Southeast Quarter, a distance of 875.0 feet, thence Southerly deflecting left 90 degrees 20 minutes and parallel with the East line of the West Half of the Southeast Quarter, a distance of 1298.0 feet to a point 50.0 North of the South line of said West Half of the Southeast Quarter; Thence Easterly and parallel with said South line, a distance of 550.0 feet to the point of beginning.

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 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 30th day of March, A.D., 19 91

WITNESS Kim Rasmussen Alan L. Fluckey X Susan E. Chadwick Susan E. Chadwick

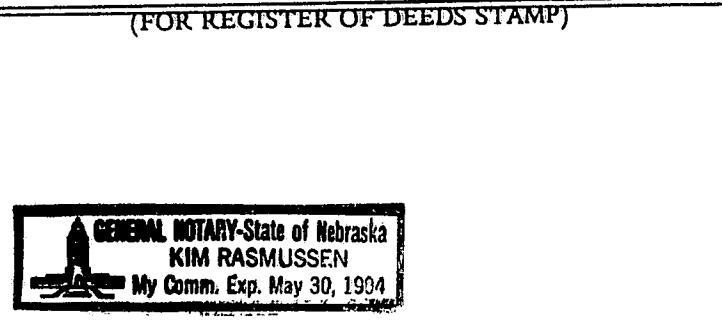
STATE OF NEBRASKA, ) COUNTY OF Lancaster )

On this 30th day of March, 19 91, before me the undersigned, a Notary Public in and for said County and State, personally appeared Alan L. Fluckey & Susan E. Chadwick

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.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 30th day of May, 19 91. Kim Rasmussen Notary Public



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EXHIBIT "A"

A strip of ground Five (5) feet in width the centerline of which is described as follows:

Beginning at a point Two and One-Half (2 1/2) feet North of the Southeast corner of the above described property; thence West parallel to the South line of said property a distance of Ninety (90) feet and ending there.

AND: A strip of ground Five (5) feet in width the centerline of which is described as follows:

Beginning at a point Two and One-Half (2 1/2) feet West of the Southeast corner of said property; thence North parallel to the East line of said property a distance of Six Hundred Fifty-Three and Five Tenths (653.5) feet and ending there.

AND: A strip of ground Five (5) feet in width the centerline of which is described as follows:

Beginning at a point Three Hundred Eighty Seven and One-Half (387 1/2) feet North of the Southeast corner of said property; thence West parallel to the South line of said property a distance of Sixty (60) feet and ending there.

SE 11-9-7 PL. 32

LANCASTER COUNTY, NEBR.

*Dan Gallo*

REGISTER OF DEEDS

91 APR 17 PM 4:20

INST. NO. 91 11079

INDEX

CODE

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ZGS