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Filing Fee: \$10.50

Lancaster County, NE Assessor/Register of Deeds

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**EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES**

KNOW ALL MEN BY THESE PRESENTS:

That VILLAGE GARDENS DEVELOPMENT COMPANY, LLC, a Nebraska limited liability company, ofLancasterCounty, 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)Aliant Communications Co. doing business as ALLTELTime Warner Entertainment - Advance/Newhouseits (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate and remove all necessary poles with 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 portion of Lot 73, Irregular Tract, located in the Northwest Quarter of Section 21, Township 9 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows:

Referring to the northwest corner of said Lot 73, Irregular Tract, said corner being located 72.5 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21, and 50.0 feet easterly of, perpendicular measurement, the west line of the Northwest Quarter of said Section 21, thence easterly along the northerly line of said Lot 73, Irregular Tract, a distance of 50.60 feet to a corner of said Lot 73, Irregular Tract located 80.0 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21 and the Point of Beginning; thence southerly a distance of 13.93 feet to a point located 113.98 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21, and 65.0 feet easterly of, perpendicular measurement, the west line of the Northwest Quarter of said Section 21; thence southerly, along a line 65.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 155.61 feet; thence southerly a distance of 71.81 feet to a point located 341.22 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21, and 60.0 feet easterly of, perpendicular measurement, the west line of the Northwest Quarter of said Section 21; thence southerly, along a line 60.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 405.63 feet; thence easterly, perpendicular to the west line of the Northwest Quarter of said Section 21, a distance of 5.0 feet; thence southerly, along a line 65.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 572.00 feet to a point on the southerly line of said Lot 73, Irregular Tract; thence easterly, along the southerly line of said Lot 73, Irregular Tract, a distance of 10.0 feet; thence northerly, along a line 75.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 582.00 feet; thence westerly, perpendicular to the west line of the Northwest Quarter of said Section 21, a distance of 5.0 feet; thence northerly, along a line 70.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 395.50 feet; thence easterly, perpendicular to the west line of the Northwest Quarter of said Section 21, a distance of 10.0 feet; thence northerly, along a line 80.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 20.0 feet; thence westerly, perpendicular to the west line of the Northwest Quarter of said Section 21, a distance of 5.0 feet; thence northerly, along a line 75.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 217.07 feet to the Point of Beginning, containing an area of approximately 12,426.9 square feet. And, also:

Referring to the northwest corner of said Lot 73, Irregular Tract, said corner being located 72.5 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21, and 50.0 feet easterly of, perpendicular measurement, the west line of the Northwest Quarter of said Section 21, thence easterly, along the northerly line of said Lot 73, Irregular Tract, a distance of 50.60 feet to a corner of said Lot 73, Irregular Tract located 80.0 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21 and the Point of Beginning; thence easterly, along the northerly line of said Lot 73, Irregular Tract, a distance of 100.47 feet to a corner of said Lot 73, Irregular Tract located 70.0 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21; thence easterly, along the northerly line of said Lot 73, Irregular Tract, a distance of 25.52 feet to a point located 65.0 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21; thence easterly, along a line 65.0 feet southerly of, perpendicular measurement and parallel with, the north line of the Northwest Quarter of said Section 21, a distance of 374.95 feet; thence northerly, along a line 600.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 5.0 feet; thence easterly, along a line 60.0 feet southerly of, perpendicular measurement and parallel with, the north line of the Northwest Quarter of said Section 21, a distance of 653.39 feet to a point on the easterly line of said Lot 73, Irregular Tract; thence southerly, along the easterly line of said Lot 73, Irregular Tract, a distance of 15.0 feet; thence westerly, along a line 75.0 feet southerly of, perpendicular measurement and parallel with, the north line of the Northwest Quarter of said Section 21, a distance of 653.39 feet; thence southerly, along a line 600.0 feet easterly of, perpendicular measurement and parallel with, the west line of the Northwest Quarter of said Section 21, a distance of 5.0 feet; thence westerly, along a line 80.0 feet southerly of, perpendicular measurement and parallel with, the north line of the Northwest Quarter of said Section 21, a distance of 373.46 feet; thence westerly, along a line 15.0 feet southerly of, perpendicular measurement and parallel with, the north line of said Lot 73, Irregular Tract, a distance of 24.77 feet to a point located 84.86 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21 and 202.25 feet easterly of, perpendicular measurement, the west line of the Northwest Quarter of said Section 21; thence westerly, along a line 15.0 feet southerly of, perpendicular measurement and parallel with, the north line of said Lot 73, Irregular Tract, a distance of 120.15 feet to a point located 96.82 feet southerly of, perpendicular measurement, the north line of the Northwest Quarter of said Section 21 and 82.71 feet easterly of, perpendicular measurement, the west line of the Northwest Quarter of said Section 21; thence northeasterly a distance of 24.16 feet to the Point of Beginning, containing an area of approximately 17,445.8 square feet. The total area of permanent utility easement included in the two described tracts equals approximately 29,872.7 square feet.

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.

Charge to PUU, Return to Michelle, Real Estate

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 also 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 judgement 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 therefore 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 7th day of December, A.D., 20 05.

VILLAGE GARDENS DEVELOPMENT COMPANY, LLC, a Nebraska limited liability company

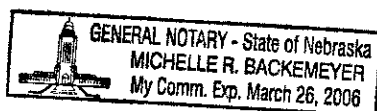
By: Richard B. Campbell Title: Manager

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

On this 8th day of December, 2005, before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard B. Campbell of Village Gardens Development Company, LLC personally to me known to be 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 26th day of March, 20 06.



Michelle R. Backmeyer
Notary Public