

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

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KNOW ALL MEN BY THESE PRESENTS:

That Richard B. Capek, Dale A. Capek and Carol L. Lampshire as Trustees for Capek Family Trust, Lancaster County, Nebraska, in consideration of \$ 50.00 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 50.00 for no poles and one anchors and other necessary equipment when set on the following described property, do We 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.

Lot Ten (10) an Irregular Tract located in the Northeast Quarter (NE 1/4) of Section Eighteen (18), Township Ten (10) North, Range Six (6) East of the Sixth Principal Meridian (6th P.M.), Lancaster County, Nebraska.

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

The West Forty (40) feet of the South Five (5) feet of said Lot Ten (10) Irregular Tract.

Easement to terminate Five (5) years from date of signatures.

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 Grantor, 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 15th day of APRIL, A.D., 1979

WITNESS X Richard B. Capek Richard B. Capek

X Dale A. Capek Dale A. Capek

X Carol L. Lampshire Carol L. Lampshire

INDEXED

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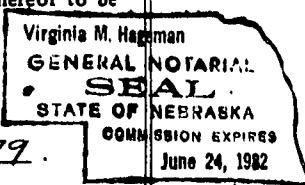
(FOR REGISTER OF DEEDS STAMP)

STATE OF NEBRASKA, COUNTY OF Lancaster

On this 15 day of April, 1979, before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard B. Capek, Dale A. Capek + Carol L. Lampshire 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 24 day of April, 1979.



Virginia M. Hageman Notary Public

LANCASTER COUNTY NEBR. Register of Deeds

1979 MAY 11 AM 8:01

\$3.25

ENTERED IN NUMERICAL INDEX FILED FOR RECORD AS:

INST. NO. 79.1 1281

Handwritten initials