

EASEMENT FOR ELECTRIC LINES

April 584
92468

KNOW ALL MEN BY THESE PRESENTS:

That Capitol Beach Inc. ~~is~~ a Corporation, ~~is~~ of Lancaster County, Nebraska, in consideration of
(If Grantor is not married, add words "an unmarried person".)

\$ 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 ~~which~~ ~~are~~ ~~to~~ ~~be~~ ~~installed~~ ~~on~~ ~~the~~ ~~following~~ ~~described~~ ~~property~~, do I hereby grant and convey unto the Lincoln Electric System (hereinafter called "System"),
(and to)

(Leave blank if no other grantee.)

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 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 the northwest corner of Lot 59 irregular tract in the north one-half (N $\frac{1}{2}$), southwest one-fourth (SW $\frac{1}{4}$), section twenty-one (S21), township ten north (T10N), range six east (R6E) of the sixth prim-meridian (6 P.M.) Lincoln, Lancaster County, Nebraska.

~~The underground cables and equipment~~

~~The~~ line herein contemplated shall be located on the property approximately as follows:

From a point of beginning located 235' south of the northwest corner of the above described lot and on the easterly right of way line of interstate highway #80, thence east to the westerly right of way line of Coddington Avenue, thence southeasterly along the westerly right of way of Coddington Avenue a distance of 10.415 thence west to the easterly right of way line of interstate highway #80, thence northeasterly along the easterly right of way line of interstate #80 a distance of 11.034 feet to the above described point of beginning.

The Grantee(s) 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.

The Grantee(s) 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 and equipment used in connection therewith.

The Grantee(s) 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(s) 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 said transmission lines.

The Grantee(s) agree(s) that should the transmission lines 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 8th day of January, A.D., 19 75

WITNESS

Grantor

STATE OF NEBRASKA,)
COUNTY OF Lancaster

INDEXED
MICRO - FILED
GENERAL

62-631

(FOR REGISTER OF DEEDS STAMP)

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson

REGISTER OF DEEDS

1975 APR -7 AM 10:17

\$3.25

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 75- 4378

On this 8th day of Jan., 19 75, before me the undersigned, a Notary Public in and for said County and State, personally appeared Marvin E. Copple

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 his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

GENERAL NOTARIAL
SEAL

My Commission expires on the 10th day of May, 19 77.

COMMISSION EXPIRES
May 19, 1977

Marvin E. Copple
Notary Public

Ch...
Lin