

1517

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

EDP 1016

KNOW ALL MEN BY THESE PRESENTS:

That Highlands Development Corp. a corporation (If Grantor is not married, add words "an unmarried person".)

Douglas 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 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.

Highland North 3rd Addition, being a Platting of Part of the South One Half (S1/2) of Section Three (Sec. 3), Township Ten North (T10N), Range Six East (R6E), 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:

See Exhibit "A" Attached Hereto and Made Part of by Reference:

Grantor Grants Similar & Respective Rights to Lincoln Telephone and Telegraph and TV Transmission, Inc.

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 23rd day of March, A.D., 19 81.

WITNESS

Highlands Development Corp. President

(FOR REGISTER OF DEEDS STAMP)

STATE OF NEBRASKA,

COUNTY OF Douglas

On this 23rd day of March, 19 81, before me the undersigned, a Notary Public in and for said County and State, personally appeared Joel M. Kattelman, President

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.

My Commission Expires Oct. 1984 Notary Public

EXHIBIT "A"

An Easement Five (5) Feet Wide Extending from the Front Lot Line to the Rear Lot Line and Along the Side Lot Line in the Following Lots:

| | | | | |
|---------|--------------------|---|----------|--------------------|
| Block 1 | | | Block 7 | |
| Lot 3 | Adjacent to Lot 4 | | Lot 3 | Adjacent to Lot 4 |
| Lot 4 | Adjacent to Lot 3 | ✓ | Lot 4 | Adjacent to Lot 3 |
| Lot 5 | Adjacent to Lot 6 | | Lot 10 | Adjacent to Lot 11 |
| Lot 6 | Adjacent to Lot 5 | | Lot 11 | Adjacent to Lot 10 |
| Block 2 | | | Block 9 | |
| Lot 6 | Adjacent to Lot 7 | | Lot 14 | Adjacent to Lot 15 |
| Lot 7 | Adjacent to Lot 6 | | Lot 15 | Adjacent to Lot 14 |
| Lot 14 | Adjacent to Lot 15 | ✓ | | |
| Lot 15 | Adjacent to Lot 14 | | Block 10 | |
| Lot 16 | Adjacent to Lot 17 | | Lot 25 | Adjacent to Lot 26 |
| Lot 17 | Adjacent to Lot 16 | | Lot 26 | Adjacent to Lot 25 |
| Block 3 | | | Block 12 | |
| Lot 5 | Adjacent to Lot 6 | ✓ | Lot 13 | Adjacent to Lot 14 |
| Lot 6 | Adjacent to Lot 5 | | Lot 14 | Adjacent to Lot 13 |
| Block 4 | | | Lot 22 | Adjacent to Lot 23 |
| Lot 2 | Adjacent to Lot 3 | | Lot 23 | Adjacent to Lot 22 |
| Lot 3 | Adjacent to Lot 2 | ✓ | Lot 27 | Adjacent to Lot 28 |
| Lot 14 | Adjacent to Lot 15 | | Lot 28 | Adjacent to Lot 27 |
| Lot 15 | Adjacent to Lot 14 | | Lot 28 | Adjacent to Lot 29 |
| Block 5 | | | Lot 29 | Adjacent to Lot 28 |
| Lot 2 | Adjacent to Lot 3 | ✓ | | |
| Lot 3 | Adjacent to Lot 2 | | | |
| Block 6 | | | | |
| Lot 8 | Adjacent to Lot 9 | ✓ | | |
| Lot 9 | Adjacent to Lot 8 | | | |

And also, an easement described as follows:

The East Five (5) Feet of Lot 1 Block 6 ✓
 The East Five (5) Feet of Lot 15 Block 8

LANCASTER COUNTY
 REGISTER OF DEEDS

1981 APR 27 AM 10:19

FILED FOR RECORD AS:

INST. NO. 81-7572

INDEXED
 MICRO-FILED
 GENERAL

39-403-423
 407-429
 411-441
 411-449
 415-461
 419-465-437
mine

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