

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

KNOW ALL MEN BY THESE PRESENTS:

That Highlands Development Corp., XXX of XXXXXX,  
 (If Grantor is not married, add words "an unmarried person".)  
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 --- poles and --- 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)

Lincoln Telephone &amp; Telegraph Co.

T-V Transmissions, 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.

Highland North Addition in the South One-half (S $\frac{1}{2}$ ) of Section Thirty-four (34),  
 Township Eleven (11) North, Range Six (6) East and part of Section Three (3),  
 Township Ten (10) North, Range Six (6) East of the 6th P.M., Lancaster County,  
 Nebraska.

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

In the North  
 Five (5) feet of the South Ten (10) feet of Lots One (1) through Twenty-one (21)  
 Block Thirteen (13) and Lots One (1) through Twenty-one (21) Block Fourteen (14)  
 and in the South Five (5) feet of the North Ten (10) feet of Lots One (1) through  
 Twenty-four (24) Block Sixteen (16) and Lots One (1) through Seventeen (17) Block  
 Fifteen (15) all in the above described property.

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 under-  
 ground 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 6 day of Sept, A.D., 19 77.

WITNESS

Larry Higuerred

Highland Development Corp  
Jeffrey H. H. H.

INDEXED  
 MICRO-FILED  
 GENERAL

STATE OF NEBRASKA, )

COUNTY OF Douglas )

On this 6 day of Sept, 19 77, before me the undersigned, a  
 Notary Public in and for said County and State, personally appeared

Joel K. Kellman

personally known to me 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 notary seal the date above written.

My Commission expires on the 20 day of Sept, 19 78.



Joel K. Kellman  
 Notary Public

(FOR REGISTER OF DEEDS STAMP)

35,367,371,375,379,387,391,383

LANCASTER COUNTY, NEBR.

REGISTER OF DEEDS

1977 OCT 11 AM 11:30

ENTERED ON  
 NUMERICAL INDEX  
 FILED FOR RECORD AS:

INST. NO. 77- 27205

\$4.75

STATE OF NEBRASKA)

**§§.**

COUNTY OF DOUGLAS)

Now, on this 4 day of April, 1977

WITNESS my hand and Notarial Seal the day and year  
last above written.

**DIANA L. ORR**  
General Notary-State of Neb.  
My Commission Expires  
May 24, 1979

Notary Public

35-285

36 Indexes

misc

LANCASTER COUNTY NEBR.  
*Emmett E. Ferguson*  
 REGISTERED

# REGISTER OF DEEDS

1977 APR 11 PM 12:26

ENTERED ON  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 77- 8120

1833<sup>00</sup>

FTI

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

94390

KNOW ALL MEN BY THESE PRESENTS:

That Highlands Development Corporation

(If Grantor is not married, add words "an unmarried person".)

LancasterCounty, Nebraska, in consideration of \$ 1.00receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 1.00 for underground street light cabledo 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 Addition located In the South one-half of Section 34, Township 11 North, Range 6 East, Part of the West one-half of Section 2, Township 10 North, Range 6 East and part of Section 3, Township 10 North, Range 6 East of the 6th P.M. Lancaster County, Nebraska.

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

A strip of land 5 feet wide on each side of the below described side Lot Line and running from front Lot Line to back Lot Line.

Block 8.

Lot 24 adjacent to Lot 25

Block 15.

Block 9.

Lot 18 adjacent to Lot 17.

Lot 26 adjacent to Lot 27

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 1st day of October, A.D., 19 77.

WITNESS

STATE OF NEBRASKA, )

COUNTY OF Douglas )On this 1 day of October, 19 77, before me the undersigned, a Notary Public in and for said County and State, personally appearedJOEL M. KATLEMAN

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 on the 12 day of May, 19 80.

GENERAL NOTARY - State of Nebraska

LINDA J. RICHTER

My Comm. Exp. May 12, 1980

Notary Public

INDEXED  
MICRO-FILED

GENERAL

(FOR REGISTER OF DEEDS STAMP)

LANCASTER COUNTY  
REGISTER OF DEEDS

E77 NOV-3 AM 11:04

ENTERED ON  
INDEXED FILE  
FILED FOR RECORD AS:

INST. NO. 77-

29582

#3-75

474-1541

Installation of Pressure  
Sensors, Contract No. 23

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Henry L. Steinhauer and Linda L. Steinhauer, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Hundred and No (\$100<sup>00</sup>), duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto the City of Lincoln, Nebraska, a municipal corporation, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to construct, reconstruct, maintain, operate, and replace utility easement, and appurtenances thereto belonging, over and through the following described real property, to-wit:

The west 5.0 feet of Lot Seventeen (17), Block Fifteen (15), Highland North Addition, located in the North One-Half (N1/2) of Section Three (3), Township Ten North (T10N), Range Six East (R6E) of the Sixth Principal Meridian (6th PM), Lincoln, Lancaster County, Nebraska.

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, its successors and assigns, so long as such utility easement shall be maintained, together with the right of ingress and egress to said property from the public streets, for the purpose of constructing, reconstructing, inspecting, repairing, maintaining, operating and replacing said utility easement and appurtenances thereto, located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above described property for any purpose except the construction thereon of permanent buildings, subject only to the right of Grantee to use the same for purposes herein expressed, and subject to any prior leases or easements of record heretofore granted to other parties.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, we have hereunto set our hands this 17 day of November, 1986.

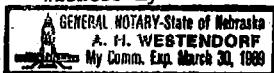
Henry L. Steinhauer  
Henry L. Steinhauer

Linda L. Steinhauer  
Linda L. Steinhauer

STATE OF Nebraska )  
COUNTY OF Lancaster ) ss:

On Nov. 17, 1986, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came Henry L. Steinhauer and Linda L. Steinhauer, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



A. H. Westendorf  
Notary Public

My Commission Expires: March 30, 1989

LANCASTER COUNTY, NEBR.

Dan J. Jelski  
REGISTER OF DEEDS

1986 DEC 24 AM 9:36

INST. NO. 86- 43800

Wish INDEXED  
FILED  
GENERAL  
29-384 \$5.50

(encl)  
City of Lincoln