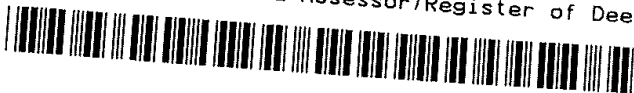


Inst # 2022035780 Thu Aug 18 14:16:14 CDT 2022
Filing Fee: \$28.00
Lancaster County, NE Assessor/Register of Deeds Office EASE
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Pages 4



EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That **Heritage Lakes, LLC, a Nebraska limited liability company ("Grantor")**, of 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 utility lines, underground electric facilities, and necessary at grade equipment when set on the following described property, do hereby grant and convey unto the **City of Lincoln, Nebraska, a municipal corporation d/b/a LINCOLN ELECTRIC SYSTEM, Spectrum Mid-America, LLC** (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, reconstruct, operate and remove all necessary underground electric facilities, communications lines and other necessary at grade equipment in connection therewith, on and across the following property situated in Lancaster County, Nebraska, more particularly described as follows:

Lots 6 & 7, Block 1, Hillcrest CC 7th Addition, Lincoln, Lancaster County, Nebraska

And

Lots 2 & 3, Block 2, Hillcrest CC 7th Addition, Lincoln, Lancaster County, Nebraska

The utility lines, underground utility facilities, and/or at grade equipment herein contemplated shall be located on the property approximately as shown and described on attached **Exhibit "A"**:

The Grantee shall also have the non-exclusive privilege and easement of ingress and egress across that portion of the property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction operation, maintenance, inspection and removal of said line, underground utility facilities, and/or at grade equipment.

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/or at grade equipment used in connection therewith.

The Grantee shall also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Grantor, and the Grantee shall repair any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of any utility lines, underground utility facilities, and/or at grade equipment, however, in the event that all or part of the utility lines, underground utility facilities, and/or at grade equipment, 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, to maintain, repair or replace such utility line, underground utility facilities, and/or at grade equipment; 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 utility lines, underground electric facilities, and/or at grade equipment, the Grantee shall have no obligation to replace or provide utility lines, underground electric facilities, and/or at grade equipment across or to any such property and Grantee shall not be liable nor bear any responsibility to Grantor, its successors and assigns for failure to provide electric service to the property. In determining the locations for further installation the Grantee shall at all times exercise reasonable effort to avoid injury or damage to the landscaping and improvements of the Grantor or their successors.

Hillcrest

Charge To LES

Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and the Lincoln Municipal Code.

The Grantee agrees that should the utility line, underground utility facilities, and/or at grade equipment 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 easement shall be of no further force and effect.

Signed the 16 day of August, 2022.

Heritage Lakes, LLC, a Nebraska limited liability company
By: HBII, INC., a Nebraska Corporation, Manager

By: Gerald L. Kort
Gerald L. Kort

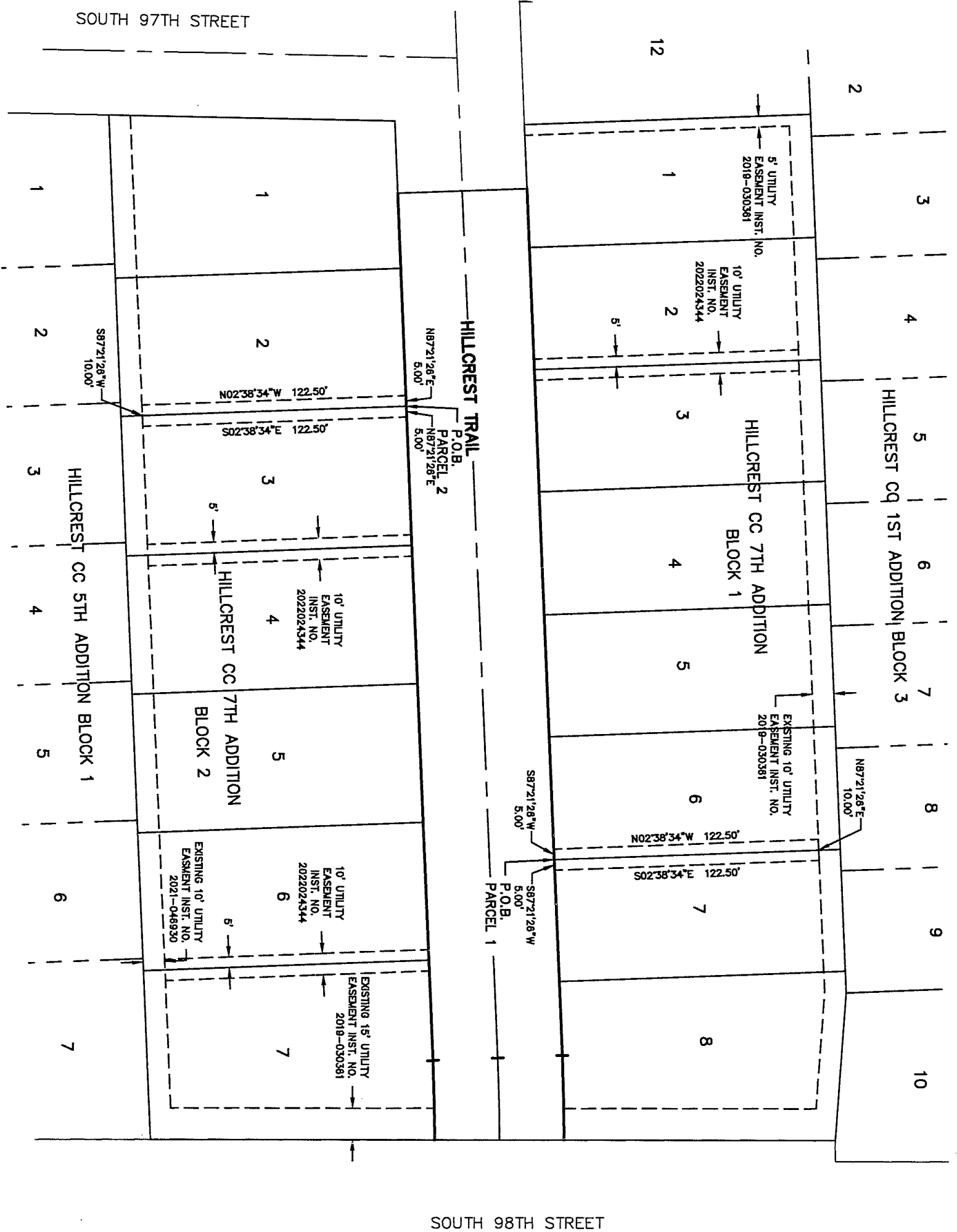
STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 16 day of August, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Gerald L. Kort, Manager and on behalf of Heritage Lakes, LLC, a Nebraska limited liability company and HBII, INC., a Nebraska Corporation**, personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal on the 16 day of August, 2022.

Meghan Penner
Notary Public

State of Nebraska - General Notary
MEGHAN A PENNER
My Commission Expires
April 6, 2025



**PROPOSED EASEMENTS
 HILLCREST CC 7TH ADDITION**



601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68508
 TEL 402.474.6311

PROJECT NO: 021-06887
 DRAWN BY: ALB
 DATE: 08-04-2022

LEGAL DESCRIPTION
PROPOSED EASEMENTS

Exhibit "A"
Page 2 of 2

PARCEL 1

A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 6 AND 7, BLOCK 1, HILLCREST CC 7TH ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, WESTERLY, ON THE SOUTH LINE OF SAID LOT 6, ON AN ASSUMED BEARING OF S87°21'26"W, A DISTANCE OF 5.00' TO A POINT; THENCE N02°38'34"W, ON A LINE 5.00' WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 6 SAID LINE BEING THE WEST LINE OF SAID LOT 7, A DISTANCE OF 122.50' TO A POINT; THENCE N87°21'26"E, ON A LINE 10.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 6 AND SAID LOT 7, A DISTANCE OF 10.00' TO A POINT; THENCE S02°38'34"E, ON A LINE 5.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 7, SAID LINE BEING THE EAST LINE OF SAID LOT 6, A DISTANCE OF 122.50' TO A POINT; THENCE S87°21'26"W, ON A SOUTH LINE OF SAID LOT 7, A DISTANCE OF 5.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,225.00 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

PARCEL 2

A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 2 AND 3, BLOCK 2, HILLCREST CC 7TH ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON THE NORTH LINE OF SAID LOT 3, ON AN ASSUMED BEARING OF N87°21'26"E, A DISTANCE OF 5.00' TO A POINT; THENCE S02°38'34"E, ON A LINE 5.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 3, SAID LINE BEING THE EAST LINE OF SAID LOT 2, A DISTANCE OF 122.50' TO A POINT; THENCE S87°21'26"W, ON A LINE 10.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 3 AND A SOUTH LINE OF SAID LOT 2, A DISTANCE OF 10.00' TO A POINT; THENCE N02°38'34"W, ON A LINE 5.00' WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2, SAID LINE BEING THE WEST LINE OF SAID LOT 3, A DISTANCE OF 122.50' TO A POINT; THENCE N87°21'26"E, ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 5.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,225.00 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.
