

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

P.D. SG PS
WJ 81465

KNOW ALL MEN BY THESE PRESENTS:

That Judith A. Andre, an unmarried person (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 and Telegraph Company

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.

The West Three Hundred Seventy (370) feet of Lot "D" in the Subdivision of the East Half (E½) of Section Twenty-six (26), Township Ten (10) North, Range Seven (7) East of the Sixth Principal Meridian, Lancaster County, Nebraska, lying North of the Missouri Pacific Railroad Right-Of-Way.

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

The West Five (5) feet of 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 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 of easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the _____ day of _____, A.D., 19 _____.

WITNESS

Judith A. Andre
Judith A. Andre

STATE OF NEBRASKA,

COUNTY OF LANCASTER

On this 26 day of JUNE, 19 79, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Judith A. Andre

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 Notarial Seal Expires _____, 19 _____
Robert E. Talbot
Notary Public

INDEXED (FOR REGISTER OF DEEDS STAMP)
MICRO-FILED
GENERAL

20-567
misc.

LANCASTER COUNTY NEBR.
Kenneth L. Ferguson
REGISTER OF DEEDS
1979 AUG -2 AM 11:19

\$3.25

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:
INST. NO. 79- 19481

Handwritten initials