Inst # 2011011337 Wed Mar 09 11:09:18 CST 2011
Filing Fee: \$15.50
Lancaster County, NE Assessor/Register of Deeds Office Pages 3





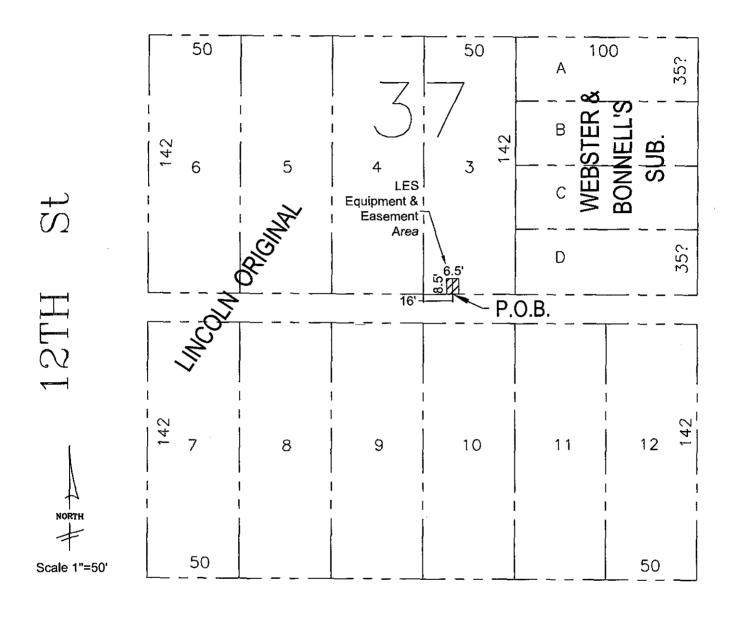
EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES
KNOW ALL MEN BY THESE PRESENTS:
That National Research Corporation, a Wisconsin Corporation , of
Lancaster County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total
payment of \$1.00 for other necessary equipment when set on the following described property, do hereby grant and convey unto the <u>LINCOLN</u> ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more)
Windstream Nebraska, Inc.
Time Warner Entertainment – Advance/Newhouse Partnership
Unite Private Networks
its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, reconstruct, operate and remove all underground electric facilities, communications lines and other necessary equipment in connection therewith, on and across the following property situated is Lancaster County, Nebraska, more particularly described as follows: Lot Three (3), Block Thirty Seven (37), Original Plat of Lincoln Lancaster County, Nebraska.
The utility line and underground utility facilities herein contemplated shall be located on the property approximately as follows:
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 an removal of said line and underground utility 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 also at all times exercise reasonable effort to avoid injury or damage to the landscaping, and improvements of the Granto 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, however, in the event that all or part of the underground utility facilities which may be installed o 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 underground facilities; provided, if improvements to the property make the installation of such replacement 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 satisfactor to the parties. If the parties fail to agree upon any such new location for the underground electric facilities, the Grantee shall have no obligation to replace or provide underground electric facilities 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 successors. 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 Electr
The Grantee agrees that should the utility lines and underground utility 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 easement shall be of no further force and effect.
Signed the
National Research Corporation, a Wisconsin Corporation
By: President
STATE OF Nebraska COUNTY Lancaster) ss.
county Lancaster)ss.
The foregoing instrument was acknowledged before me this 3rd day of March, 20, 20, 20
by Michael Hay 5 the President (title) of National Research Corporation a Wisconsin corporation, on behalf of the corporation.

Mike-LES

CONNIE WHITE MY COMMISSION EXPIRES July 28, 2012

Exhibit "A" Page 1 of 2

"Q St



"P St

Legal: Lot 3, Block 37, Original Lincoln

Exhibit "A" Page 2 of 2

A strip of ground Six and fifty hundredths (6.50) feet in width the centerline of which is described as follows:

Commencing at the Southwest corner of Lot Three (3);

1.50

Thence; East coincident with the south line of said lot a distance of Sixteen (16) feet to the point of beginning;

Thence; North parallel to the West line of said lot a distance of Eight and fifty hundredths (8.50) feet and ending there