

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

ps/sg

8118L

KNOW ALL MEN BY THESE PRESENTS:

That Richard B. Capek, Dale A. Capek and Carol L. Lampshire as Trustees for Capek Family Tr  
(If Grantor is not married, add words "an unmarried person".)  
Lancaster County, Nebraska, in consideration of \$ 50.00, receipt of which is hereby acknowledged, and the further payment  
sum to make total payment of \$ 50.00 for no poles and one anchors and other necessary equipment when set on the following described prop  
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 nece  
poles, wires, guys, underground electric facilities and other necessary equipment in connection therewith, on and across the following property situate  
Lancaster County, Nebraska, more particularly described as follows.

Lot Ten (10) an Irregular Tract located in the Northeast Quarter (NE $\frac{1}{4}$ ) of  
Section Eighteen (18), Township Ten (10) North, Range Six (6) East 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:

The West Forty (40) feet of the South Five (5) feet of said Lot Ten (10)  
Irregular Tract.

Easement to terminate Five (5) years from date of signatures.

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 nece  
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 operati  
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 Gra  
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 o  
construction, operation, maintenance and removal of any overhead electric lines, however, in the event that all or part of the underground electric facilities  
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, wi  
additional payment or consideration to the Grantor or their successors in title for any damage or loss occasioned thereby, to maintain, repair or replace  
underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original ease  
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  
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 u  
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  
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 pi  
the underground electric facilities across or to any such property. In determining the locations for further installation the Grantee shall at all times exercis  
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-o  
ereasement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 15<sup>th</sup> day of APRIL, A.D., 19 79.

WITNESS

X Richard B. Capek  
Richard B. Capek

X Dale A. Capek  
Dale A. Capek  
X Carol L. Lampshire  
Carol L. Lampshire

INDEXED

STATE OF NEBRASKA,

MICRO-FILED  
GENERAL

COUNTY OF Lancaster

On this 15 day of April, 19 79, before me the undersigned, a  
Notary Public in and for said County and State, personally appeared  
Richard B. Capek, Dale A. Capek  
Carol L. Lampshire  
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 Commission expires on the 24 day of April, 19 79.

Virginia M. Hagman  
GENERAL NOTARIAL  
SEAL  
STATE OF NEBRASKA  
COMMISSION EXPIRES  
June 24, 1982

(FOR REGISTER OF DEEDS STAMP)

LANCASTER COUNTY NEBR.

Raymond L. Ferguson

REGISTER OF DEEDS

1979 MAY 11 AM 8:01

ENTERED IN  
NUMERICAL INDEX  
FILED FOR RECORD AS:

INST. NO. 79.1 1281

\$32