

Inst # 2016038401 Mon Sep 19 11:15:24 CDT 2016  
 Filing Fee: \$22.00  
 Lancaster County, NE Assessor/Register of Deeds  
 EASE  
 Pages 3

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

KNOW ALL MEN BY THESE PRESENTS:

That Casey's Retail Company, an Iowa corporation ("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 LINCOLN ELECTRIC SYSTEM (hereinafter referred to as Grantee, whether one or more), Time Warner Entertainment - Advance/Newhouse Partnership, Windstream Nebraska, Incorporated 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 Four (4), Five (5), Six (6), and Seven (7), Block Nine (9), Woods Bros. Lakeview Acres, Lincoln, Lancaster County, Nebraska; EXCEPT that portion of Lots Five (5) and Six (6) thereof deeded to the State of Nebraska, all in Lincoln, Lancaster County, Nebraska.

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

A Utility Easement described as follows: Beginning at a point on the Northwest corner of said Lot Seven (7), said point also located on the Southwest corner of Lot Eight (8) lying adjacent thereto and Point of Beginning: thence South along the West lot line of said Lot Seven (7) for a distance of 114.0' to a point; thence East and parallel to the South lot line of said Lot Seven (7) for a distance of 10.0' to a point; thence North and parallel to the West lot line of said Lot Seven (7) for a distance of 74.0' to a point; thence East and parallel to the North lot line of said Lot Seven (7) for a distance of 75.0' to a point; thence North and parallel to the West lot line of said Lot Seven (7) for a distance of 15.0' to a point; thence West and parallel to the North lot line of said Lot Seven (7) for a distance of 75.0' to a point; thence North and parallel to the West lot line of said Lot Seven (7) for a distance of 25.0' to a point on the North lot line of said Lot Seven (7), said point also located on the South lot line of Lot Eight (8) lying adjacent thereto; thence West along the North lot line of said Lot Seven (7) for a distance of 10.0' to a point, said point also the Point of Beginning and ending there.

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 lines, 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 utility 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 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 lines, underground 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

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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. 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 lines, underground utility facilities, and/or at grade equipment 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 12 day of September, 2016.

**Casey's Retail Company, an Iowa corporation**

By:

Richard T. Schappert  
Richard T. Schappert, President

By:

Julia L. Jackowski  
Julia L. Jackowski, Secretary

STATE OF Iowa )  
COUNTY OF Polk ) ss.

On this 12 day of September, 2016, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Richard T. Schappert, President and on behalf of Casey's Retail Company, an Iowa 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 12 day of September, 2016.

Stacie L. Coomes  
Notary Public

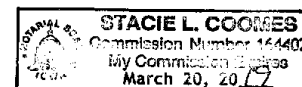


STATE OF Iowa )  
COUNTY OF Polk ) ss.

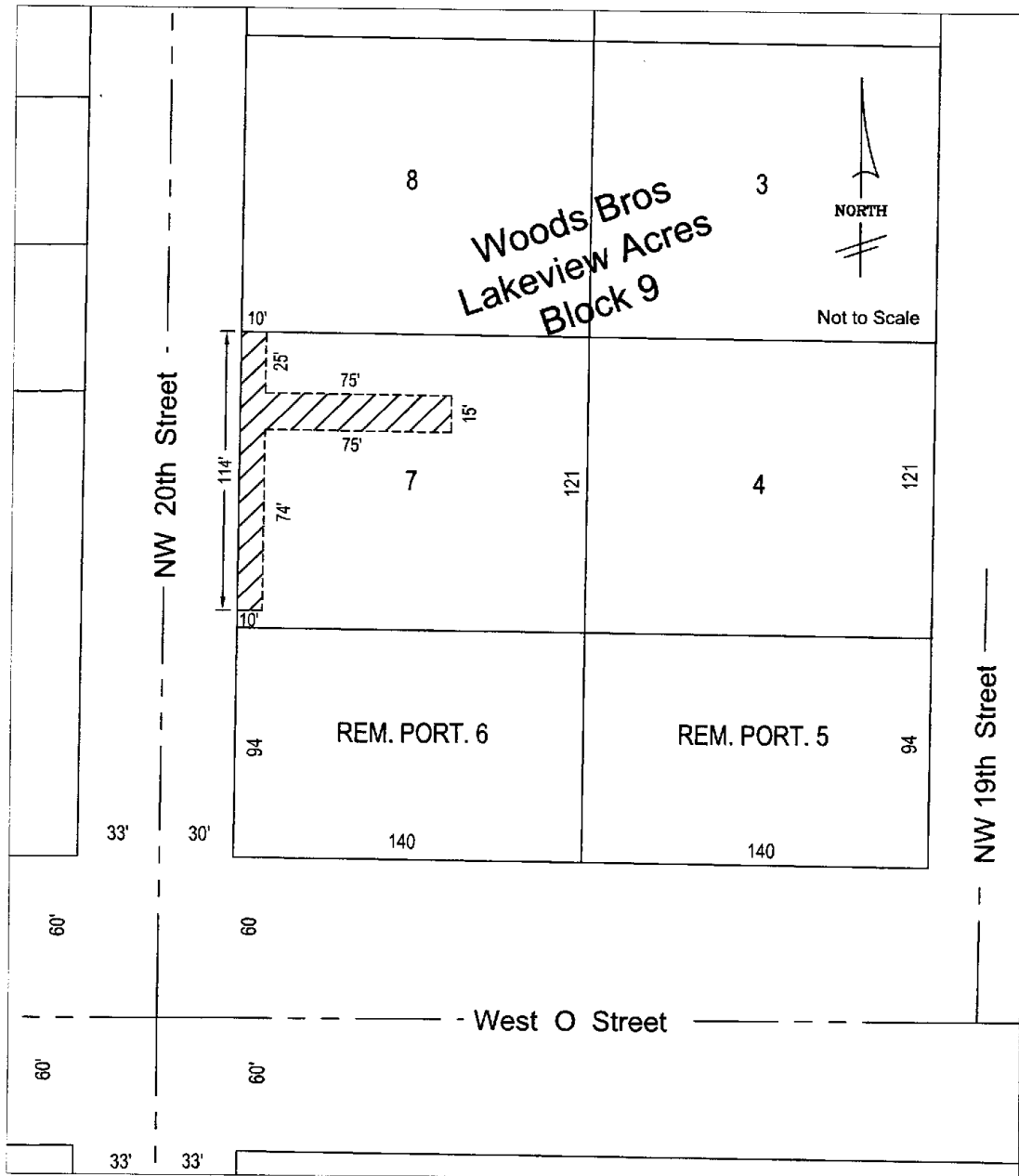
On this 12 day of September, 2016, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Julia L. Jackowski, Secretary and on behalf of Casey's Retail Company, an Iowa corporation**, personally to me known to be identical person(s) who signed the foregoing 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 12 day of September, 2016.

Stacie L. Coomes  
Notary Public



# UTILITY EASEMENT Exhibit "A"



Location of a Utility Easement lying within Lot 7, Block 9, Woods Bros Lakeview Acres, in the SE 1/4, Section 21, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.