

2017

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Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 3



EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That **Metcalf West, 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 all poles and all anchors and other necessary 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), and **Time Warner Cable Midwest, LLC**, 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 poles with wires, guys, 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:

Unit 1, 345 West O Street Condominium, Lincoln, Lancaster County, Nebraska, created by Condominium Declaration recorded July 20, 2009 as Instrument Number 2009-040277; amended by Amended and Restated Condominium Declaration recorded September 8, 2009 as Instrument Number 2009-049488; records with Lancaster County Nebraska, also described as a portion of Lot 98 of the Irregular Tracts located in the Northeast Quarter (NE ¼) of Section 27, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

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345 WEST O

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

The North 5.0' of the West 181.19' of said Unit 1, also described as a portion of said Lot 98

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.

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.

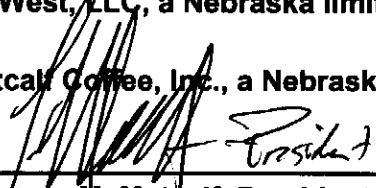
Grantor, on behalf of itself and its tenants reserves the right to use the surface of the easement area for landscaping, curbing, paving, signs, and otherwise provided such uses do not interfere with the rights of Grantee and comply with applicable provisions of the National Electrical Safety Code and 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 14th day of February, 2017.

Metcalf West, LLC, a Nebraska limited liability company

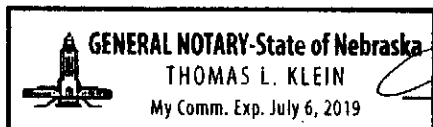
By: Metcalf Coffee, Inc., a Nebraska corporation, and Member of Metcalf West, LLC

By: 
Jason M. Metcalf, President of Metcalf Coffee, Inc., a Nebraska Corporation

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

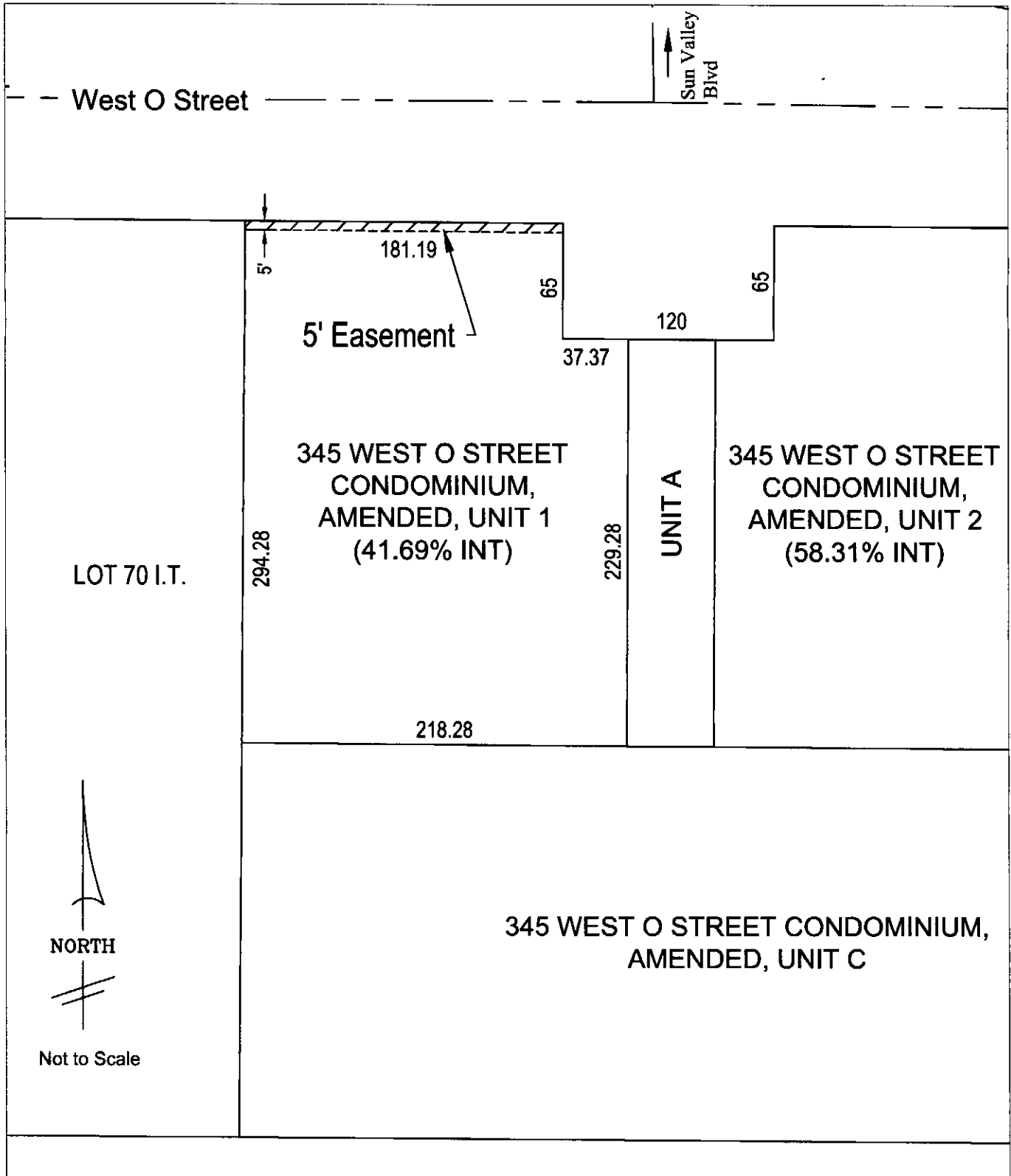
On this 14th day of February, 2017, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Jason M. Metcalf, President of Metcalf Coffee, Inc., a Nebraska corporation, and Member of Metcalf West, LLC, a Nebraska limited liability company**, personally to me 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 14th day of February, 2017.




Notary Public

UTILITY EASEMENT Exhibit "A"



Location of a Utility Easement lying within Unit 1, 345 West O Street Condominium, Amended, also being a portion of Lot 98 of Irregular Tracts, in the NE 1/4, Section 27, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska.