

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

205 347
RUP 5697
D.P. 132110
94063

KNOW ALL MEN BY THESE PRESENTS:

That: State Federal Savings and Loan Association of Nebraska (If Grantor is not married, add words "an unmarried person")
Gage 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 \$ 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

T.V. Transmission, 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.

Lot 1, Lot 2, the east 60' of Lot 3, Third Addition to Normal, and Lot 119 I.T. all in the NE 1/4 of Section 31, Township 10N, Range 7E, City of Lincoln, Lancaster County, Nebraska.

The area of the above described real estate to be covered by this easement shall be as follows:

~~The west 5' of the east 60' of Lot 3, the south 5' of the west 93.5' of Lot 119 I.T., the north 10' of the south 196.6' of Lot 1 and 2, and the north 10' of the south 196.6' of the east 55' of Lot 3.~~

The west 5' of the east 60' of Lot 3. The south 5' of the west 93.5' of Lot 119 I.T. The north 10' of the south 196.6' of Lot 1 and 2. The north 10' of the south 196.6' of the east 55' of Lot 3.

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 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. 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.

Grantor retains right to pave over all easement areas.

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 or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

Signed the 20 day of April, A.D., 19 77

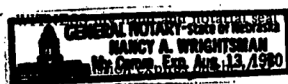
WITNESS

Delpha J. Keiser
Margaret G. Randles

STATE OF NEBRASKA,)
)
COUNTY OF GAGE)

On this 20 day of April, 19 77, before me the undersigned, a Notary Public in and for said County and State, personally appeared L. E. Whittaker

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 his voluntary act and deed for the purpose therein expressed.



the date above written.

day of Aug, 19 80

Nancy A. Wrightsman
Notary Public

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(FOR REGISTER OF DEEDS STAMP)

LANCASTER COUNTY NEBR.
Kenneth L. Jayneson
REGISTER OF DEEDS
1977 JUL -1 AM 11:04

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 77- 16767

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