



EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES
KNOW ALL MEN BY THESE PRESENTS:

That **ULCH BROS. INVESTMENTS, LLC, a Nebraska Limited Liability Company**, of _____
Seward 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 **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 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:

Lot 12, Block 3, Cottage Home Addition and Lot 2, Block 6, Antelope Valley 1ST
Addition, Lincoln, Lancaster County, Nebraska

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

The South Five (5) feet of Lot 12, Block 3, Cottage Home Addition, and the South
Five (5) feet and the East Five (5) feet of Lot 2, Block 6, Antelope Valley 1ST
Addition, both located in Lincoln, Lancaster County, Nebraska

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, however, in the event that all or part of the
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 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 underground electric facilities and/or
at grade equipment, the Grantee shall have no obligation to replace or provide 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.

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in Real Estate

Cott. Home

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.

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 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 1th day of JAN, A.D., 2016.

ULCH BROS. INVESTMENTS, LLC, a
Nebraska Limited Liability Company

By: David P. Ulrich

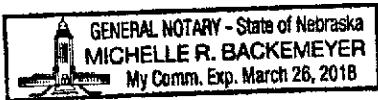
By: Brian L. Ulrich

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On JANUARY 7, 2016, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came DAVID P. ULICH to be the Member of **ULCH BROS. INVESTMENTS, LLC, a Nebraska limited liability company**, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



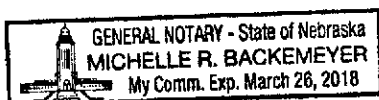
Michelle R. Backemeyer
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On JANUARY 7, 2016, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came BRIAN L. ULICH to be the Member of **ULCH BROS. INVESTMENTS, LLC, a Nebraska limited liability company**, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



Michelle R. Backemeyer
Notary Public