

Inst # 2013055687 Mon Oct 28 15:05:08 CDT 2013
Filing Fee \$16.00
Lancaster County, NE Assessor/Register of Deeds Office EASE
Pages 2



EASEMENT FOR UTILITY LINES AND/OR UNDERGROUND UTILITY FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Windsor Square Condominium Association, Inc., 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), 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:

LINCOLN

Lots 7, 8, 9, and the West 40 Feet of Lot 10, Block 150, Original Lincoln, Lancaster County, Nebraska.

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

The West Fifteen Feet (15') of the East Thirty-Five Feet (35') of the North 20 Feet of said Lot Nine (9)

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 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

The Grantee agrees to remove the existing fencing around the transformer and trash dumpster and re-install new fencing to mimic the fencing that was removed. Grantee agrees that the area of easement to the south side of the transformer will not be excavated and used solely as above-grade access to the transformer only due to an existing below-grade storage basement. Grantee also agrees that any damage caused directly by Lincoln Electric System personnel or its contractors to the underground concrete heating mat located to the west of the trash enclosure will be repaired by Grantee.

Signed the 21st day of October, A.D., 2013.

Windsor Square Condominium Association, Inc.

By: A. John Boye
A. John ~~Boye~~ Boye, President

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

On this 21 day of October, 2013, before me the undersigned, a Notary Public in and for said County and State, personally appeared John ~~A~~ Boye, President of the Windsor Square Condominium Association, Inc. 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 the date above written.

My Commission expires on the 15 day of January, 2015.

Rose M. Foerster
Notary Public

