EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES 93674 KNOW ALL MEN BY THESE PRESENTS: Lancaster implement inc. XM. (If Grantor is not married, add words "an unmarried person".) County, Nebraska, in consideration of \$ 150.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 150.00 for ___ anchors and other necessary equipment when set on the following described property, __ poles and-LINCOLN ELECTRIC SYSTEM we hereby grant and convey unto the (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, 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 County, Nebraska, more particularly described as follows. Lot 55 in the northwest quarter of Section twenty one, Township eleven, Range eight east of the sixth prime meridian. The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows: An area described as follows: Considering the southeast corner of Lot 55 as point of beginning; thence north along the east property line a distance of 40 ft., thence west a distance of 40 ft. to a point 40 ft. north of the south property line, thence south to a point on the south property line 40 ft. west of the southeast property corner thence east along the south property line to the point of beginning. 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, without additional payment or consideration to the Grantor or their successors in title for any damage or loss occasioned thereby, 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 fail to agree upon any such new location for the underground electric facilities, the Grantee shall have the right to determine the most suitable location for the easement therefor and the Grantor agrees to convey such respective facilities across or to any such new location for underground electric facilities, the Grantee shall have no obligation to replace or provide easement; and if the parties fail to agree upon any such new location for underground electric facilities across or to any such new location for their successors. 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. . 4 th WITNESS (FOR REGISTER OF DEEDS STAMP) NDEXED GENERAL , STARIAL STATE OF NEBRASKA. MICRO-FILED REGISTER OF DEEDS

1977 MAR 17 AM 8: 03 经延 COUNTY OF Lansaster STATE OF ign: 1 September 10, 1979 4 day of Feliguary, 19 77, before me the undersigned, a On this. Notary Public in and for said County and State, personally appeared Escar W. Frenc 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

Mudvoluntary act and deed for the purpose therein expressed.

My Commission expires on the 10 day of 15 towner 1979.

WITNESS my hand and notarial seal the date above written.

INST. NO. 77- 5852

FILED FOR RECORD AS: