

## EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

App 644  
EBP 6378

That John Godeker, Jr. and Rogene M. Godeker, his wife, of  
 (If Grantor is not married, add words "an unmarried person".)  
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 underground street light cables 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)

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 2, Block 2 of Eastmont 2nd Addition in the Northwest 1/4 of Section 28, Township  
 10 North, Range 7 East of the 6th Prime Meridian in Lancaster County, Nebraska

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows:

A five (5) foot wide strip of land south of, adjacent to and running the full length of a  
 line extending from a point on the Northeast lot line located fifty-three (53) feet  
 south of the northeast corner to a point on the southwest lot line located thirty-two and  
 six-tenths (32.6) feet south of the northwest corner.

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. If the parties fail to agree upon any such new location for the under-  
 ground 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  
 easement; 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.

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 22 day of April, A.D., 19 77.

WITNESS

John Godeker, Jr.  
Rogene M. Godeker

STATE OF NEBRASKA, )

COUNTY OF Lancaster )

On this 22 day of April, 19 77, before me the undersigned, a  
 Notary Public in and for said County and State, personally appeared

John Godeker, Jr.  
Rogene M. Godeker  
 personally known to me and the physical person(s) who signed the foregoing  
 instrument as Grantor(s) who acknowledged the execution thereof to be  
 their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 14 day of June, 19 77.

Reg. H. Ochsen  
 Notary Public

(FOR REGISTER OF DEEDS STAMP)

INDEXED  
 MICRO-FILED  
 GENERAL

LANCASTER COUNTY NEBR.

Kenneth L. Fitzgerald

REGISTER OF DEEDS

1977 JUL -1 AM 11:05

ENTERED ON  
 NUMERICAL INDEX  
 FILED FOR RECORD AS:

16783

INST. NO. 77-

\$3.25

LCS