

6874 EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That The Lincoln Land and Mortgage Company, a Nebraska Corporation and \_\_\_\_\_, his wife, 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

The Lincoln Telephone & Telegraph Company  
T.V. Transmission, Inc.

Its (their) lessees, successors and assigns, the permanent right, privilege and easement 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.

See Attached Exhibit "A"

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows: A strip of ground Five (5) feet in width the centerline of which is described as follows: Commencing at the North Quarter corner of Section 15; thence South coincident with the Half Section line a distance of Forty-Seven and One-Half (47 1/2) feet to the point of beginning; thence East parallel to the North line of said Section a distance of Six Hundred Ten (610) feet and ending there.

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 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 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 16<sup>th</sup> day of DECEMBER, A.D., 19 93.

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
The Lincoln Land And Mortgage Company  
By: [Signature]  
\_\_\_\_\_  
President

STATE OF NEBRASKA

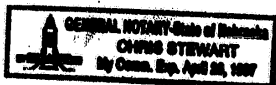
COUNTY OF Lancaster

On this 16<sup>th</sup> day of December, 19 93, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Gerald H Maddox

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 voluntary act and deed for the purpose therein expressed. WITNESS my hand and notarial seal the date above written.

My Commission expires on the 20<sup>th</sup> day of April, 19 97  
Chris Stewart  
Notary Public



(FOR REGISTER OF DEEDS STAMP)

EXHIBIT "A"

A tract of land composed of a portion of Lot Forty-Three (43), irregular tracts and a portion of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and is more particularly described as follows: commencing from the Northwest corner of said Lot 45 irregular tract said point also being the North Quarter corner of said Section 15, and the true point of beginning, thence South 0° 01' 29" West along the West line of said Lot 43 I.T. & SW 1/4 NE 1/4 a distance of 1793.47 feet to a point, thence South 85° 56' 10" East, a distance of 386.36 feet to a point, thence South 59° 20' 06" East, a distance of 98.48 feet to a point, thence North 33° 42' 06" East, a distance of 175.65 feet to a point, thence North 63° 36' 50" East, a distance of 127.78 feet to a point, thence around a curve in a clockwise direction having a delta angle of 08° 22' 41" an arc distance of 24.86 feet, a radius of 170.00 feet and a chord of South 22° 11' 49" East, a distance of 24.84 feet to a point, thence North 71° 59' 32" East, a distance of 60.00 feet to a point, thence around a curve in a counterclockwise direction having a delta angle of 07° 28' 43", an arc distance of 30.02 feet, a radius of 230.00 feet, and a chord of North 21° 44' 50" West, a distance of 30.00 feet to a point, thence North 50° 34' 35" East, a distance of 126.45 feet to a point, thence North 38° 25' 58" East, a distance of 188.51 feet to a point, thence North 26° 11' 10" East, a distance of 130.96 feet to a point, thence around a curve in a counterclockwise direction having a delta angle of 04° 20' 22", an arc distance of 49.23 feet, a radius of 650.090 feet, and a chord of South 81° 05' 43" East, a distance of 49.22 feet to a point, thence North 6° 44' 07" East, a distance of 60.00 feet to a point, thence around a curve in a clockwise direction having a delta angle of 02° 54' 49", an arc distance of 30.00 feet, a radius of 590.00 feet, and a chord of North 91° 48' 29" West, a distance of 30.00 feet to a point, thence North 9° 38' 56" East, a distance of 172.86 feet to a point, thence South 89° 08' 04" West, a distance of 153.41 feet to a point, thence North 47° 35' 34" West, a distance of 228.03 feet to a point, thence North 24° 14' 06" West, a distance of 154.82 feet to a point, thence North 17° 03' 03" West, a distance of 167.96 feet to a point, thence North 7° 03' 22" West, a distance of 156.31 feet to a point, thence North 0° 03' 03" West, a distance of 204.79 feet to a point, thence North 89° 56' 57" East, a distance of 30.00 feet to a point, thence North 0° 03' 03" West, a distance of 60.00 feet to a point, thence South 89° 56' 57" West, a distance of 30.00 feet to a point, thence North 0° 03' 03" West, a distance of 200.00 feet to a point on the North line of said Lot 43 I.T., thence South 89° 56' 57" West, along the North line of said Lot 43 I.T., a distance of 610.00 feet to the point of beginning.

Change LES

\$10.50

LANCASTER COUNTY, NEB  
*Dian Natta*  
 REGISTER OF DEEDS

\$10.50

JAN 5 12 46 PM '94

INST. NO. 94-684

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LES Env. ML