

# 10.50



05062887

INST. NO 2005

062887

2005 OCT 21 P 3 18

LANCASTER COUNTY, NE

Handwritten signature and initials

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Hausmann Development LLC., a Nebraska Limited Liability Company, 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) Aliant Communications Co. doing business as ALLTEL Time Warner Entertainment-Advance/Newhouse

its (their) lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate and remove all necessary poles with 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:

Legal Description Parcel B: a Legal description of all of Lot 70 Irregular tract and a portion of Lot 71 Irregular tract, all being located in the Northwest Quarter of Section 32 Township 10 North, Range 6 East of the sixty Principal Meridian, Lancaster County, Nebraska. Said tract shall be more particularly described by metes and bounds as follows.

Beginning at the Northeast corner of Lot 71 Irregular Tract, and the POINT OF BEGINNING;

THENCE South 00 degrees 08 minutes 26 seconds West an assumed bearing, on the East line of Lot 71 Irregular Tract, and the West line of Timber Ridge Addition, for a distance of 141.94 feet.

THENCE North 89 degrees 51 minutes 31 seconds West for a distance of 60.00 feet

THENCE South 87 degrees 31 minutes 55 seconds West for a distance of 72.47 feet

THENCE South 77 degrees 59 minutes 30 seconds West for a distance of 78.67 feet

THENCE South 69 degrees 17 minutes 44 seconds West for a distance of 68.46 feet

THENCE South 67 degrees 56 minutes 01 seconds West for a distance of 130.00 feet

THENCE South 62 degrees 43 minutes 17 seconds West for a distance of 85.69 feet

THENCE South 50 degrees 29 minutes 44 seconds West for a distance of 18.36 feet

THENCE North 50 degrees 36 minutes 42 seconds West for a distance of 361.80 feet

THENCE South 44 degrees 51 minutes 38 seconds West for a distance of 231.91 feet

THENCE South 67 degrees 04 minutes 31 seconds West for a distance of 164.70 feet

THENCE South 38 degrees 46 minutes 22 seconds East for a distance of 170.93 feet

THENCE South 63 degrees 46 minutes 32 seconds East for a distance of 76.24 feet

THENCE South 23 degrees 40 minutes 38 seconds East for a distance of 89.01 feet

THENCE South 04 degrees 18 minutes 14 seconds West for a distance of 53.91 feet

THENCE on a curve to the right, having a radius of 330.00 feet, a central angle of 10 degrees 27 minutes 45 seconds, a chord bearing of South 79 degrees 05 minutes 56 seconds East for a chord distance of 60.18 feet

THENCE South 73 degrees 52 minutes 04 seconds East for a distance of 131.28 feet

THENCE South 16 degrees 07 minutes 56 seconds West for a distance of 403.16 feet

THENCE South 10 degrees 20 minutes 34 seconds West for a distance of 82.97 feet

THENCE South 03 degrees 29 minutes 55 seconds East for a distance of 81.60 feet

THENCE South 17 degrees 16 minutes 59 seconds East for a distance of 81.60 feet

THENCE South 31 degrees 04 minutes 02 seconds East for a distance of 81.60 feet

THENCE South 44 degrees 51 minutes 05 seconds East for a distance of 81.60 feet

THENCE South 58 degrees 38 minutes 08 seconds East for a distance of 81.60 feet

THENCE South 24 degrees 28 minutes 20 seconds West for a distance of 47.47 feet to a point on the North line of High Ridge Estates

THENCE South 89 degrees 52 minutes 11 seconds West on said North line of High Ridge Estates for a distance of 305.42 feet, to the Southeast corner of Lot 73 Irregular Tracts

THENCE North 00 degrees 27 minutes 42 seconds East on the East line of Lot 73 Irregular Tracts, for a distance of 350.02 feet to the Northeast corner of said Lot 73 Irregular Tract

THENCE South 89 degrees 54 minutes 14 seconds West on the North line of said Lot 73 Irregular Tract for a distance of 343.02 feet to a point on the East right of way of Southwest 40th Street

THENCE North 00 degrees 27 minutes 42 seconds East, on the afore said East right of way of Southwest 40th Street, for a distance of 1111.59 feet, to the Northwest corner of Lot 71 Irregular Tract

THENCE North 89 degrees 17 minutes 32 seconds East on the North line of Lot 71 Irregular Tract for a distance of 1271.88 feet to the POINT OF BEGINNING, and containing a calculated area of 15.905 acres more or less.

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

The South Fifteen (15) feet

NKA pt L77 NW 1/4 32-10-6

Chg LES

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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 also 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 judgement 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 therefore 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 21st day of September, A.D., 20 09.

Hausmann Development, LLC., a Nebraska Limited Liability Company

X Joey Hausmann Managing Member

STATE OF NEBRASKA )  
COUNTY OF Lancaster )

On this 21 day of September, 20 09, before me the undersigned, a Notary Public in and for said County and State, personally appeared Joey Hausmann, managing member, Hausmann Development LLC. personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 1 day of June, 20 09.

Molli Robertson  
Notary Public

