(FOR REGISTER OF DEEDS STAMP)

$5.50

BLOCK

CODE ✓

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Dan Nolte
REGISTER OF DEEDS
2001 NOV -5 P 4:32
LANCASTER COUNTY, NE

INST. NO. 2001
065435

OAS 463

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Parker Ground Partnership, A Nebraska General Partnership, 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 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: Lot 62 Irregular Tracts in the Northwest Quarter of Section 15, Township 9 North, Range 7 East of the 6th P.M., Lancaster County Nebraska.

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows: The South Ten (10) feet of the West Twenty (20) feet.

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 Oct 24 day of Oct, A.D., 20 01.

Parker Ground Partnership, A Nebraska Gneral Partnership

By: [signature]

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

On this 24TH day of OCTOBER, 2001, before me the undersigned, a Notary Public in and for said County and State, personally appeared PATRICK L. MOOBERRY personally to me known to be 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 30TH day of JANUARY, 2004.

Melissa C. Wilson

GENERAL NOTARY-State of Nebraska
MELISSA C. WILSON
My Comm. Exp. Jan. 30, 2004

LES Env.