

RIGHT-OF-WAY EASEMENT

In consideration of the sum of ~~2000~~ ^{one} Dollars (\$1.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned, (hereinafter called Grantors), hereby grant and convey to LOUP POWER DISTRICT, Columbus, Nebraska, a public corporation, (hereinafter called Grantee), its successors and assigns, a right-of-way for the construction, maintenance and operation thereon of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, which right-of-way shall extend 50 feet on each side of the center of the line as surveyed over and across the following described

real estate situated in Douglas County, Nebraska, viz: Lots 9, 10, 11, 12, 13, 33, 34 and 35 of Applewood located in the Northeast Quarter (NE 1/4) of Section 9, Township 14 North, Range 12 East of the 6th P.M.

1. Grantee shall also have the right of ingress and egress across Grantor's property for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line. Such ingress and egress shall be exercised in a reasonable manner and as nearly as possible in conformity with the wishes of the owner or occupant of the premises.
2. Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way interfere with the safe operation of the lines and equipment used in connection therewith.
3. Grantee shall at all times exercise all due care and diligence to avoid damages to the fences, crops, livestock or other personal property on said real estate and shall pay the Grantors or their tenants, as their interests may appear, any such damage occurring to growing crops in addition to the amounts specified below based on the yield from the balance of the field less expenses of marketing and harvesting, by reason of the construction, operation, maintenance and removal of said transmission lines.
4. Grantors, their heirs or assigns, shall not allow any building or other structure, hay or straw stack, trees or any other combustible material or property to remain or be placed under or near the transmission lines, poles or fixtures in such a manner as to interfere with the safe operation or maintenance of said lines or in such manner as might result in damage to the property of either party from fire or other cause.
5. In event of removal of the transmission line and abandonment of the right-of-way for a period of five years, then this easement shall terminate and all rights under it shall revert to the Grantors, their heirs or assigns.
6. Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of Grantee herein conveyed.

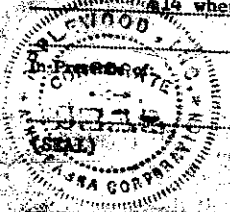
The cost of payment of taxes, assessments and other charges on the premises, the following hereby

	In Estimated Dollars	By Payment Reserve and Method hereof
For Work	\$0.00 Cash	\$0.00 Cash
For Materials	\$0.00 Cash	\$0.00 Cash
For Structure	\$0.00 Cash	\$0.00 Cash

The above payment of expenses is to be made on the first day of August of each year until the line is removed, including all taxes, assessments and other charges on the premises, which shall be made within a reasonable time after assessment thereof.

One steel tower and two two-pole, H-frame structures.

NOTE: These three structure Nos. 612, 612A and 614 along with new structure No. 613 required to replace three original two-pole H-frame structure Nos. 612, 613 and 614 when line rerouted.



Applewood, Inc.
By John J. Moritz, President
Attest George F. Russell, Secretary

ACKNOWLEDGMENT

I hereby certify that on this 6 day of August, A. D. 1968, before the undersigned, a Notary Public in and for the County and State aforesaid, came John J. Moritz and George F. Russell

known to me personally known to be the same persons) who signed and executed the above instrument, and they each acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on this day and date last above written.

My commission expires April 14 1973
Walter B. Laine
Notary Public

RECEIVED

1968 SEP 3 AM 11 19

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA } ss.
Douglas County

Entered by Historical Index and filed
for record in the office of the Register of
Deeds of said County and recorded in
Book 467 of 666

Page

Thomas J. O'Connor
Register of Deeds

By

MAIL

E. M. O'Leary
Chas. E. O'Leary
Reb. Public Power System
Box 988
Coloma Neb.
68601

Commissioner

Fee

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283
301

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