

Lots 324, 325, 327 + 328
Cattail Creek

Line No. 72

RIGHT OF WAY EASEMENT

BOOK 483 PAGE 25
Doc. No. 2-13 (37)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, Donald Fulton and Esther Karloff, Trustees

and the undersigned Tenant,

hereinafter called "Grantor(s)", in consideration of the sum of Four Thousand Eight Hundred-- Dollars (\$4800⁰⁰), and of the further agreements herein stated, do hereby grant and convey to WYOMING PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "District", a right of way with the perpetual right to survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain and operate thereon, electrical transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Douglas County, State of Nebraska, to-wit:

The East One-half of the Southwest Quarter (E1/2 SW1/4) of Section Five (5), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

the area of the above described real estate to be covered by this easement shall be as follows: The West Two Hundred feet (200') of the East One-half of the Southwest Quarter (E1/2 SW1/4) of Section Five (5), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska.

1. District shall have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines. Such ingress and egress shall be exercised in a reasonable manner.

2. District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently survey, construct, reconstruct, relocate, inspect, repair, replace, add to, maintain, operate and remove said lines, together with the express provision that any and all trees which, in falling, would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be burned or removed by the District.

3. District hereby agrees to pay the Grantor(s) for any damage to real and/or personal property, fences, livestock, and to growing crops by reason of the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation, and removal of said electric lines. Payments for damage shall be on or before 90 days after the completion of any line construction or maintenance.

4. Grantor(s) may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of the District, endanger or be a hindrance or interference with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further, that the Grantor(s) shall not place any buildings, structures, combustible material or property, including hay or straw stacks to remain or be placed upon the above described easement area or change or alter the grade of the right-of-way herein described without the prior written consent of the District.

5. District shall have the right, at any time, to relocate or add additional electric transmission lines consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment with changed dimensions and different voltages, over, above, along, under, in and across the above described real estate covered by this easement.

6. It is further agreed that Grantor(s) do have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

This easement shall run with the land and inure to the benefit of the heirs, successors and assigns of the parties.

Witness my hand and seal this 27 day of Oct, 1969.

Notary Public

[Signature]

[Signature]
Donald Fulton, Trustee

[Signature]
Esther Karloff, Trustee

ENGR. DEPT. <i>[Signature]</i>	LEGAL DEPT. <i>[Signature]</i>	ACCT. DEPT. <i>[Signature]</i>	DATE 10-28-69
DATE 10-29-69	DATE 10-28-69	DATE 10-27-69	DATE 10-28-69

