

lots 443-450, 453-456 Cattail Creek

now - lots 1-13

Cattail Creek Rep 3

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BOOK 491 PAGE 621

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned Owners, BEN F. SMRIER, LOUIS SMRIER & WIFE LOUIS SMRIER COMPANY AND PEARL A. SMRIER, HUSBAND AND WIFE, AND ELI M. ZALKIN AND SARA M. ZALKIN, HUSBAND AND WIFE,

and the undersigned Tenant, ROY BOWEN, hereinafter called "Grantors" in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00), 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 over, above, along, under and across the following described real estate situated in Douglas County, NEBRASKA, to wit:

The West Two Hundred feet (200') of the East One-half of the Northwest Quarter (E1/2 NW1/4) of Section Five (5), Township Fourteen (14) North, Range Eleven (11), East of the 6th P.M., Douglas County, Nebraska, as more particularly shown in Exhibit "A" attached hereto and made a part hereof.

1. District shall have the right of ingress and egress across the Grantor's property adjacent thereof, 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 fifteen (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 Grantors 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. Payment for damages shall be on or before 90 days after the completion of any line construction or maintenance.

4. Grantors may cultivate, use and enjoy the land within the right-of-way provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, relocation, inspection, repair, replacement, addition to, maintenance, operation and removal of said lines, and provided further that the Grantors shall not allow 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 to construct, maintain, operate, and, if necessary in the judgment of the District, to replace or relocate NOT MORE THAN FIVE (5) structures, with all necessary related facilities, including poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment, for the purpose of transmitting electrical energy at voltages of 345 Kv and above, and the District shall also have the right to construct and maintain and operate facilities, both above and below ground, for the transmission and distribution of electricity at lower voltages than 345 Kv.

6. It is further agreed that Grantors have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that they, 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 agreement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties.

Dated this 10<sup>th</sup> day of July, 1970.

Ben F. Shrier  
Ben F. Shrier

Louis Shrier  
Louis Shrier

Eli H. Zalkin  
Eli H. Zalkin

Pearl B. Shrier  
Pearl B. Shrier

Sara H. Zalkin  
Sara H. Zalkin

Roy Robinson  
Roy Robinson

ATTEST:

~~CONFIDENTIAL~~

Secretary

President

ATTEST:

OHAMA PUBLIC POWER DISTRICT

Assistant Secretary

Assistant General Manager