

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

I, the Clark Nelson Gaughenbaugh and Charline A. Gaughenbaugh (deceased), husband and wife as joint tenants with right of survivorship, and not as tenants in common, of Holt County, Nebraska, in consideration of \$1,000, receipt of which is hereby acknowledged, and a further payment of a sum to make a total payment of \$1,000, and in consideration of the benefits to accrue to the area hereinafter described from the installation of facilities to provide electrical service, the covenants, conditions and agreements herein contained, do as hereby grant and convey unto the Village of Inman and its lessee the Nebraska Public Power District, its lessees, successors and assigns (hereinafter the Utility), the permanent right, privilege, and right-of-way easement to enter upon and to survey, construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electrical distribution lines, including all necessary poles, wires, guys and other equipment used in connection therewith, over, under, upon and across:

A part of the Northwest Quarter (NW1/4) of Section 19, Township 29 North, Range 10, West of the 6th P.M., described as follows: A tract of land beginning at a point 1426 feet East of the Southwest corner of the Northwest Quarter of said Section 19, (this being the Southeast corner of the Old Presbyterian Church Lot), running thence North 599.5 feet, thence West 293 feet, thence South 599.5 feet, thence East 293 feet to the place of beginning; A tract of land commencing at a point 1115 feet North of the Southeast corner of the Northwest Quarter of said Section 19, running thence North 209 feet, thence West 1025 feet, thence South 209 feet, thence East 1025 feet to the place of beginning; Also a tract of land commencing at a point 627 feet West of the Southeast corner of the Northwest Quarter of said Section 19, running thence North 418 feet, thence East 627 feet, thence North 697 feet, thence West 1025 feet, thence South 1115 feet, thence East 398 feet to the place of beginning.

A Strip Easement more particularly described as follows: A strip of land running 10' each side of a line beginning 1025 feet West of the Southeast corner of the Northwest Quarter of said Section 19 on the South property line and running 300 feet North on a line parallel with the East line of the Northeast Quarter of said Section 19.

The Utility shall have the right of ingress and egress across and along the property within the easement for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of said electric distribution lines and related equipment and facilities.

The Utility shall 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 construction, operation, maintenance, alteration or reconstruction of its electrical distribution line facilities and related equipment used in connection therewith, including trees beyond the easement.

No buildings, structures, improvements or trees shall be located so as to interfere with said easement except by express written permission from the Utility.

The Utility agrees to take all reasonable steps to restore, as nearly as possible, all property, which is damaged as a result of said survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation or reconstruction, to the condition it was in prior to such activity, or to pay grantor for damages, if any. It is further agreed that all claims for such damages must be submitted to the Utility in writing within 90 days after such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The Utility agrees that should the easement be abandoned for a period of five years, the easement hereby secured shall then cease and terminate, and this instrument shall be no further forced and effect.

The undersigned agrees and represents that he or she has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned has not relied on any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Effective this 14<sup>th</sup> day of July, 1995.  
SIGNATURE

SIGNATURE  
Clark Nelson Gaughenbaugh  
Clark Nelson Gaughenbaugh

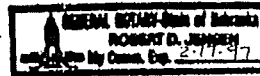
STATE OF NEBRASKA }  
COUNTY OF Holt } ss.

On this 14<sup>th</sup> day of July, 1995, before me the undersigned, a Notary Public in and for said County and State, personally appeared Clark Nelson Gaughenbaugh personally to me known to be the identified person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

Witness my hand and notarial seal the date above written.

Robert D. Jensen  
Notary Public

My Commission expires on the 17<sup>th</sup> day of February, 1997.



STATE OF NEBRASKA  
FILED FOR RECORD  
HOLT COUNTY, SS  
July Day 17 1995  
At 9 O'clock A.M. of July  
In book 22 of 115  
Page 494  
GARY DEWALL, County Clerk  
Robert Jensen CHIEF CLERK

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