

(1)

STATE OF NEBRASKA

FILED FOR RECORD

2010001509

HOLT COUNTY, ss

Mo. 6 Day 29 20 10

At 10:05 O'Clock A M Recorded

In book 88 of Miss

Page 697

GATHY PAVEL, County Clerk

Ronda Schrag

CHIEF CLERK

RIGHT-OF-WAY EASEMENT
(Distribution)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned (hereinafter called the "Grantors") Nonpareil RDO Farms_ (unmarried) (husband and wife) for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto North Central Public Power District, a public corporation (hereinafter called the "District") whose post office address is Creighton, Nebraska, and to its successors or assigns, a perpetual right-of-way for the construction, reconstruction, alteration, repair, operation, maintenance, inspection and removal of an electric distribution line consisting of poles, wires, equipment and fixtures, which right-of-way shall extend 50 feet on each side of the center of such line, on, over and across the following described real estate of the undersigned, situated in the County of Holt, State of Nebraska to wit:

North West(NW) Quarter ¼ of Section Three(3); Township Twenty Nine(29) North, Range Nine(9) West(W); of the 6th P.M. Holt County, Nebraska

This easement is subject to the following terms and conditions:

- (1) The District shall have the right of ingress and egress across grantor's property for any purpose necessary in connection with the construction, reconstruction, alteration, repair, 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) The District shall also have the right at any time to trim or remove, including by use of chemicals, such trees and underbrush as may in any way interfere with the safe operation of the lines and therewith.
- (3) The District shall at all times exercise all due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said real estate and shall pay the grantors a reasonable sum for any damages occurring to such property by reason of the construction, reconstruction, alteration, repair, operation, maintenance, inspection and removal of said distribution line.
- (4) The Grantors, their heirs, or assigns, shall not allow any building or other structure, hay or strawstack, well system, tree or any other combustible material or property to remain or be placed under or near the said distribution line in such a manner as might result in damage to the property of either party from fire or any other cause.
- (5) In event of removal of the said distribution line and the abandonment of the right-of-way herein granted for a period of five (5) years, then this easement shall terminate and all rights under it shall revert to the grantors, their heirs or assigns.
- (6) The Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of District herein conveyed.
- (7) The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the District's expense, shall remain the property of the District and be removable at the option of the District.
- (8) The District agrees to pay the undersigned for the easement and privileges herein granted within a reasonable time after completion of construction, all in accordance with schedule of right-of-way compensation rates as follows:

For poles, anchors and cluster of anchors of said distribution line located within the boundaries of said lands \$1.00.

Where no poles are located within the boundaries of said land, but where said distribution line overhangs land of grantor, the District agrees to pay \$1.00 for easement across said land.

Such compensation shall be full payment for all rights and privileges herein granted.

The undersigned covenant that they are the owners of the above described lands and that said lands are clear and free of encumbrances and liens of whatsoever character except those held by the following persons or corporations:

IN WITNESS WHEREOF Nonpareil RDO Farms has hereunto set their hand this 29 day of April, 20 10.

Ronald Kaldeman manager for Nonpareil RDO Farms

STATE OF Nebraska)
COUNTY OF Holt) ss

On this 29 day of April, 20 10, before me, a notary public in and for said county, personally came the above named

Nonpareil RDO Farms who _____ personally known to me to be the identical persons whose names

affixed to the above instrument as grantors and have acknowledged said instrument to be their voluntary act and deed.

(My commission expires Feb. 25, 2012)

Renee Stelling
Notary Public

