

State of Nebraska, County of Seward ss. 26.47  
Filed for record on September 14, 1998 at  
11:29 a.m. and recorded in Misc. book 79,  
page 711. Sherry Schweitzer, County Clerk

NW 1/4 31-9-1

Location  
Betty Kemper, Etal  
Name

Lib M Day  
Deputy County Clerk

Fee: \$5.50

SEWARD COUNTY RURAL PUBLIC POWER DISTRICT  
RIGHT-OF-WAY EASEMENTS

6-2-98

In consideration of the sum of \$1.00 the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/hers/its/their heirs, executors, administrators, successors and assigns, hereinafter called "GRANTOR," hereby grant and convey unto SEWARD COUNTY RURAL PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "DISTRICT," a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, remove, maintain and operate thereon, electric transmission and/or distribution lines consisting of poles, pole foundations, towers, tower foundations, down guys, anchors, insulators, wires, underground cables, manholes, supports and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to-wit:

The Northwest 1/4 of Section 31, Township 9-North, Range 4-East of the 6th P.M.  
in Seward County, Nebraska

the area of the above described real estate to be covered by this Easement shall be as follows, to-wit:

A strip of land consisting of the west 10 feet of the above described property excluding that part existing as public right-of-way.

A plat of said easement is attached hereto and incorporated by reference.

Provided, further, the Grantors further covenant and agree that the District may locate and erect crossarms, wires, cables and other necessary appurtenances to its electrical transmission and distribution system outside the easement area above described, so long as such property and equipment is located to meet minimum NESC requirements and is affixed to a pole or tower located within the basic easement area.

GENERAL CONDITIONS:

- (a) District shall have the right of ingress and egress across the Grantors' property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electrical line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by District and District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences, buildings or other improvements on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgment of District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any building structures, hay or straw stacks, or other property 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 prior written approval of District. Provided further, that Grantor covenants not to violate the clearance requirements of the National Electrical Safety Code and amendments thereto.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her, its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

THE GRANTOR understands his/her, its/their rights under the "Uniform Procedure For Acquiring Private Property for Public Use" Act, Article 25, Chapter 25 Nebraska Statutes, and hereby waives the same, including the right to a public hearing prior to negotiating for this conveyance with the DISTRICT.

IN WITNESS WHEREOF, the undersigned grantor(s) have hereunto set their hands this 26 day of March, 1998.

Betty J. Kemper  
Betty Kemper

Marjorie Manglitz  
Marjorie Manglitz

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF SEWARD )

The foregoing instrument was acknowledged before me on 3-26-98, by Betty Kemper and Marjorie Manglitz.

GENERAL NOTARY-State of Nebraska  
JODY LYNN PENCE  
My Comm. Exp. Oct 26, 1999

Jody Lynn Pence  
Notary Public

for Betty Kemper

GENERAL NOTARY-State of Nebraska  
JODI NISSEN  
My Comm. Exp. July 8, 2000

Jodi Nissen  
for Marjorie Manglitz
