

STATE OF NEBRASKA } ss
SALINE COUNTY }
Entered in numerical index and filed on
record, the 2 day of April
2001 at 9:00 o'clock A M. and recorded
in Book 297 of Records Page 396-397
Phyllis Dupa
County Clerk

#2	✓	✓	✓	
DK	Register of Deeds			

From and Return to:
Nebraska Public Power District
P. O. Box 499
Columbus, NE 68602-0499
Fee: \$10.50 Paid

Underground Fiber Optic RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That ELEANOR C. POTTER, TRUST

of SALINE County, Nebraska, in consideration of \$ —, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 250.00; and in consideration of the benefits to accrue to the easement hereinafter described from the installation of facilities to provide underground fiber optic service, the covenants, conditions and agreements herein contained, does hereby grant and convey unto Nebraska Public Power District, its lessees, successors and assigns, (hereinafter the District), 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 underground fiber optic facilities including all related equipment over, under, upon and across:

A strip of land over, under, upon and across a portion of the South Half of the Southwest Quarter of Section 30, Township 8 North, Range 3 East of the 6th P. M., Saline County, Nebraska, EXCEPT a tract of land described as: Commencing at the Southwest Corner of said Southwest Quarter; thence S 90°00'00"E (assumed bearing) on the south line of said Southwest Quarter, 1,770.60 feet to the point of beginning; thence N 00°29'47"W, 544.78 feet; thence S 88°18'32"E, 725.92 feet more or less to the east line of said Southwest Quarter, thence in a southerly direction on the east line of said Southwest Quarter, 523 feet more or less to the Southeast Corner of said Southwest Quarter; thence N 90°00'00"W on the south line of said Southwest Quarter 728 feet more or less to the point of beginning, said strip of land is 30 feet in width, being 15 feet on each side of a reference line (said reference line being the approximate centerline location of an underground fiber optic communications line), said reference line is described as follows: Beginning on the south property line of the above described tract of land at a location 530 feet north of the south line and 241 feet west of the east line of said South Half of the Southwest Quarter; thence north terminating at the southwest leg of an existing electric transmission steel tower at a location 1,193 feet north of the south line and 247 feet west of the east line of said South Half of the Southwest Quarter. The sidelines of said strip of land are lengthened or shortened to begin on the south property line of the above described tract of land and to end perpendicular to the point of termination of said reference line.

The actual location of the underground fiber optic facilities may deviate within said easement area.

The District shall have the right to ingress and egress across and along the property within the easement area for any purpose in connection with its survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of said underground fiber optic facilities and related equipment.

The District 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 underground fiber optic facilities and equipment used in connection therewith.

No buildings, structures, improvements or trees shall be located so as to interfere with said easement except by express written permission from the District. Grantor agrees to notify the District before doing any trenching, excavation, or other dirt work within said easement, other than normal farming operations such as plowing, seeding, cultivation, and harvesting of crops. The underground fiber optic line will be installed at a minimum of 3 feet in depth.

The District 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 District in writing within 90 days after such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District 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 of no further force 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.

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Effective this 13TH day of MARCH, 2001.

SIGNATURE

Eleanor C. Potter trustee
OF THE ELEANOR C. POTTER, TRUST

SIGNATURE

STATE OF NEBRASKA)
COUNTY OF SALINE) ss.

The foregoing instrument was acknowledged before me this 13TH day of MARCH, 2001 by

ELEANOR C. POTTER, TRUST

R.E. DAVIES III
Notary Public

