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DK					

From, Chg. and Return to:
 Pauline Moore Project Office
 P. O. box 271
 Geneva, NE 68361
 Fee: \$20.50 Chg.

STATE OF NEBRASKA }
 SALINE COUNTY } ss

Entered in numerical index and filed
 for record, the 22 day of September
 19 95 at 1:00 o'clock P.M. and record-
 ed in Book 265 of Records Page 89-92

Martha K. Repa
 Deputy County Clerk

22-093-035180
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N6

Nebraska Public Power District
EASEMENT FOR ELECTRIC TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

That Joseph F. and Verla M. Tyser, husband and wife as Joint Tenants, (herein called Grantor), of Saline County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 7,385.00, do(es) hereby grant and convey unto Nebraska Public Power District (hereinafter called District), its lessees, successors and assigns, the permanent right, privilege, and easement of right-of-way to construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, along a route described herein. The centerline of the electric transmission line shall be established by the actual location of the electric transmission line as originally constructed on said premises. The location of the right-of-way is described as follows:

Two strips of land, over, under, upon, and across a portion of the E 1/2 of the SW 1/4 of the NW 1/4 and a portion of the N 1/2 of the SW 1/4, all in Section 12, Township 6 North, Range 3 East of the 6th P.M. in Saline County, Nebraska, except that portion of the said N 1/2 of the SW 1/4 described as recorded in Deed Record 244, Page 940 in the Office of the Register of Deeds, Saline County, Nebraska, as follows: Beginning at a point 12 rods East of the NW corner of the SW 1/4 of said Section 12, thence South 17 rods, thence East 19 rods, thence North 17 rods, thence West 19 rods to the point of beginning, said strips of land are variable from 84 feet to 200 feet in width. Said strips of land containing a total of 6.2 acres, more or less.

Said strips of land are shown on Exhibit "A" attached hereto and incorporated herein.

Attached hereto and incorporated herein is Page 4 of 4 which provides additional terms and conditions to the Easement for Electric Transmission Line.

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines or any associated equipment used in connection therewith.

The District shall also have the right at any time to trim or remove such trees and underbrush within the easement area as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its transmission lines and equipment used in connection therewith, including but not limited to topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction of said line. Final payment shall be made on or before 60 days after completion of the construction stated herein.

08-24-95

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The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops occurring after the initial construction and resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric transmission lines. It is further agreed that all claims for such damages must be submitted to the District in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use, and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric transmission lines. It is further agreed that the Grantor will not be allowed to place and maintain buildings, structures, hay or straw stacks within the easement area without first obtaining express written permission from the District for such placements.

The District agrees that should said right-of-way not be used for the purposes herein stated, or should any transmission line constructed hereunder be removed and not replaced by another transmission line, for a period of five years, the right-of-way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agree and represent that they have read and understand the foregoing and that this instrument contains all agreements and understandings between the parties and the undersigned have not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the 19 day of Sept, A.D., 1995

SIGNATURE

Joseph F. Tyser
Joseph F. Tyser

SIGNATURE

Verla M. Tyser
Verla M. Tyser

STATE OF NEBRASKA)
COUNTY OF Saline) ss

On this 19 day of Sept. 1995, before me the undersigned, a Notary Public in and for said County and State, personally appeared Joseph F. and Verla M. Tyser, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

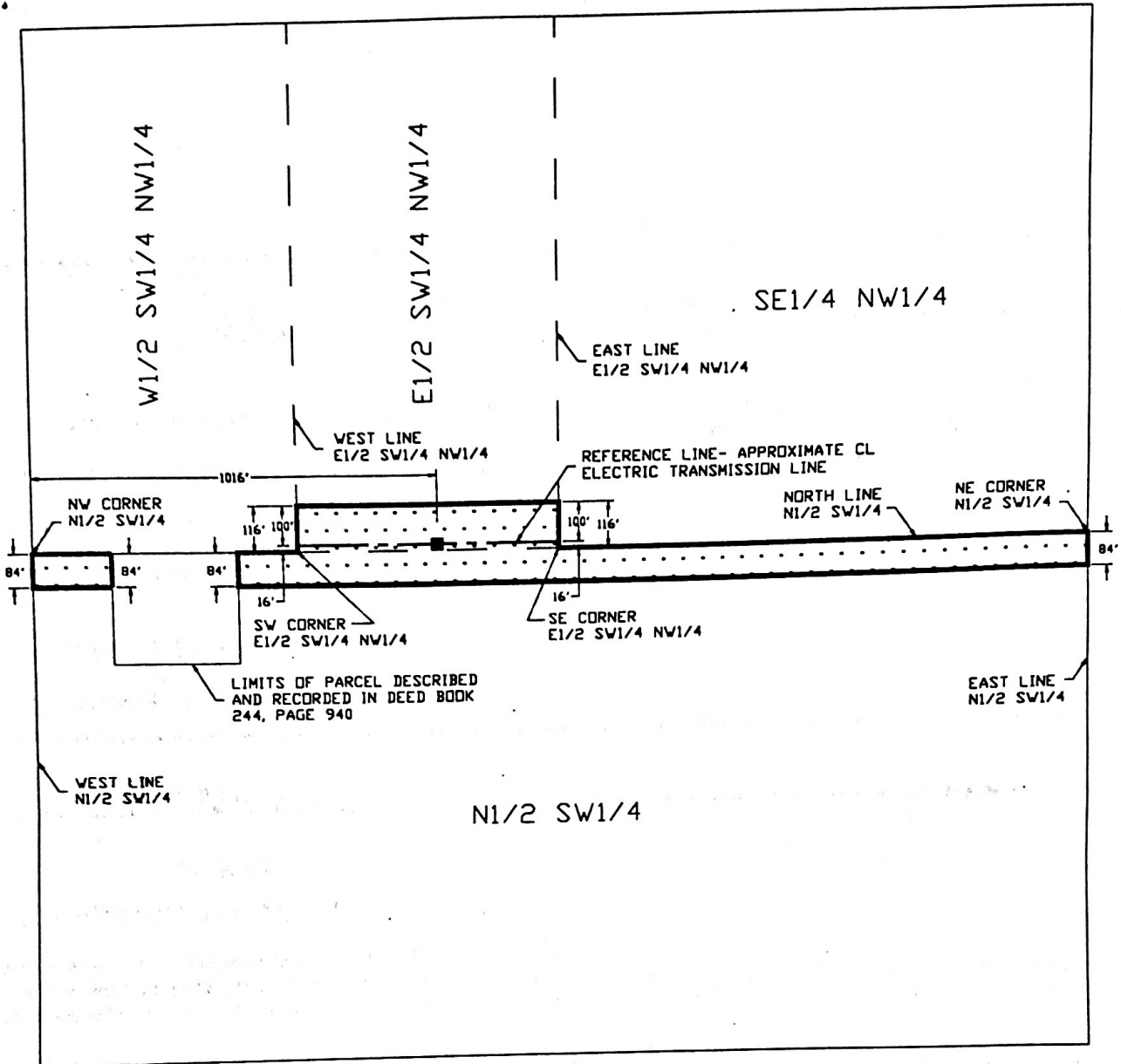
WITNESS my hand and notarial seal the date above written.

My Commission expires on the _____ day of _____, 19____




GENERAL NOTARY - State of Nebraska
CHRISTOPHER R. HEINRICH
My Comm. Exp. June 1, 1999

Christopher R. Heinrich
Notary Public

(FOR REGISTER OF DEEDS STAMP)



LEGEND

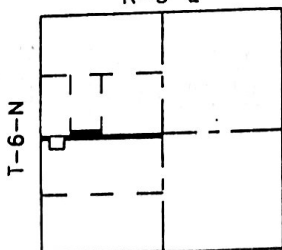
-  Sidelines of Easement Areas
-  Easement Areas Contain 6.2 Acres ±
-  Structure

NOTE: Minimum ground clearance at maximum operating temperature = 30'

Exhibit "A"

NEBRASKA PUBLIC POWER DISTRICT			
DRAWING OF EASEMENT RIGHT-OF-WAY FOR PAULINE-MOORE 345 KV TRANSMISSION LINE			
PREPARED BY	W.O. NO.	CHECKED BY	APPROVED BY
SMZ 5/19/95	24100	CRP	<i>[Signature]</i>
SCALE	1" = 400'	TRACT NO. 22-093-035180	REV. 1

Saline County, Nebraska
R-3-E



Section 12
Vicinity Sketch



NO	REVISION
1	B/29/95- ADDED STRUCTURE

1. It is specifically agreed between the District and Grantor that the Easement shall allow only one 3-phase 345,000 volt electric transmission line on steel towers as shown on Exhibit "A".
2. The District shall not relocate the structures located on this property more than 15 feet in line with the centerline of the transmission line.
3. Should said right-of-way be abandoned by the District, the District shall be responsible for the removal of any materials associated with the Power Line and the structures supporting the Power Line. The concrete bases for the steel structures will be removed to a depth of at least four feet below ground level.