

This instrument was filed for record on  
July 5, 2013  
at 10:01 o'clock A M and duly  
recorded in Book 1 of GENERAL  
Page 157 Fee \$16.00

**1730**

*Cynthia Dineen* County Clerk

Return to: **NPPD**  
**Attn Land Management**  
**PO Box 499**  
**Columbus, NE 68602**

NPPD  
PO Box 499  
Columbus, NE  
68602-0499

**Nebraska Public Power District**  
**EASEMENT FOR OVERHEAD ELECTRIC LINE**

That C.G. Holthus, \_\_\_\_\_, Grantor(s), of York County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, do(es) hereby grant and convey unto Nebraska Public Power District (hereinafter called the District), a public corporation and political subdivision of the State of Nebraska, its lessees, successors, and assigns, the perpetual right, privilege, and easement for a right-of-way to survey, construct, operate, maintain, inspect, repair, remove, alter, relocate and reconstruct an overhead electric line, including all necessary structures, electric wires, shield wires, optical ground wires, communication cables and wires, guys, and any other equipment used in connection therewith, (hereinafter collectively called the overhead electric line), along a route described herein. The centerline of the overhead electric line shall be established by the actual location of the overhead electric line as originally constructed over, under, upon and across the premises described as follows:

AN EASEMENT FOR RIGHT-OF-WAY, BEING A PARCEL OF LAND, LOCATED ON A PORTION OF LOT 1, BLOCK 1, HOLTHUS SUBDIVISION TO THE CITY OF YORK, NEBRASKA, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 10 NORTH, RANGE 2 WEST OF THE 6<sup>TH</sup> P.M., YORK COUNTY, NEBRASKA.

THE RIGHT-OF-WAY FOR THE OVERHEAD ELECTRIC LINE IS DESCRIBED AS FOLLOWS: THE EASTERLY 20 FEET OF THE ABOVE DESCRIBED PROPERTY, CONTAINING 21,231 SQUARE FEET (0.49 ACRE), MORE OR LESS.

THE APPROXIMATE CENTERLINE LOCATION OF THE OVERHEAD ELECTRIC LINE IS 5 FEET WEST OF THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY.

The District shall have the right of ingress and egress across and along the property within the right-of-way for any purpose in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation, and reconstruction of the District's overhead electric line.

The District, in its sole discretion, shall have the perpetual right, but not the obligation, to trim, cut, and clear the right-of-way and to keep the right-of-way clear of all brush, trees, and undergrowth, fire hazards, buildings, structures, and other obstructions, and to trim, cut, or remove any other trees located outside the right-of-way which in falling could come within fifteen (15) feet of the overhead electric line. All refuse from such tree cutting or trimming shall be disposed of in any manner deemed suitable by District. The District shall have the right to use chemicals to control all trees and brush within the right-of-way if said right-of-way is not used for cultivated crops.

The District agrees to pay the Grantor(s) or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and growing crops caused by the survey and original construction of the District's overhead electric line. The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to construction, any land which is damaged as a result of said construction. Final payment shall be made on or before 60 days after completion of the original construction.

The District agrees to pay the Grantor(s) or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and growing crops and to take all reasonable steps to restore any land which is damaged after the original construction of the District's

overhead electric line resulting from the survey, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's overhead electric line. 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 Grantor(s) may cultivate, use, and enjoy the land within the right-of-way, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation or reconstruction of the District's overhead electric line. The following activities are prohibited within the right-of-way, unless written permission is granted by the District: (a) Grantor(s) shall not place or maintain buildings, structures, flammable material, hay, or straw stacks; (b) Grantor(s) shall not install new wells; (c) Grantor(s) shall not plant any trees; (d) Grantor(s) shall not burn any type of material or vegetation; and (e) Grantor(s) shall not change or alter the grade of the terrain.

The District agrees that if the right-of-way is not used for the purposes stated herein, or if any overhead electric line constructed hereunder is removed and not replaced by another overhead electric line, for a period of five years, the right-of-way or easement acquired for its construction shall revert to the owner of the property affected.

The undersigned agrees and represents that he/she has read and understands the Easement for Overhead Electric Line and that this document contains all agreements and understandings between the parties, and the undersigned has 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 18<sup>th</sup> day of June, 2013.

**SIGNATURE**

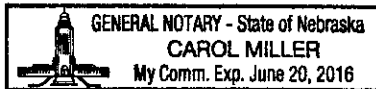
*C. G. Holthus*

**SIGNATURE**

\_\_\_\_\_

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF York )

The foregoing instrument was acknowledged before me on the 18th day of June, 2013 by C. G. Holthus



*Carol Miller*  
 Notary Public

STATE OF NEBRASKA )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_

\_\_\_\_\_  
 Notary Public