

MISCELLANEOUS RECORD NO. 10

20334-REDFIELD & COMPANY, INC., OMAHA

FLEXIBLE BINDING
1 1/2" Binding
100% Linen Ledger

Public in and for said County and State, personally appeared Orville Muller to me known personally to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

(CLARENCE E. SPITZ)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(MAR. 4, 1971)
(STATE OF NEBRASKA)

Clarence E. Spitz
Notary Public

My Commission expires on the 4 day of March, 1971

APPROVED

ENGR. LEGAL ACCT. C&S ENGR: JLW
DEPT. Lloyd C. Shalla/H DEPT. PV DEPT. R. C. Learch DATE 4-7-67
TRANS. ENGR. LJK
DATE 4/11/67 DATE 5/16/67 DATE 5-17-67 DATE 4-8-67

RIGHT-OF-WAY EASEMENT Filed 29 May 1967 at: 10:05 A.M.
Clark S. Wiles et al Betty Philpot, Register of Deeds
To: COMPARED \$ 6.90
Omaha Public Power District

Line No. MAPPS

Doc. 2.60 (214)
File # 91
Tract # 1
R/W \$ 2100

R I G H T - O F - W A Y E A S E M E N T

In consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor," hereby grant and convey to Omaha Public Power District, its successors and assigns, hereinafter called "Grantee," a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon an electric transmission line consisting of poles, towers, tower foundations, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Cass County, State of Nebraska, to wit, The Southwest Quarter (SW1/4); the South One-half of the Northwest Quarter (S1/2 NW1/4) and Lots Five (5) and Eight (8) in the North One-half of the Northwest Quarter (N1/2 NW1/4) of Section Twenty-five (25), Township Twelve (12) North, Range Thirteen (13), East of the 6th P.M.

the approximate routing of the electric transmission line easement across the above described real estate shall be 75' feet on each side of the following described centerline (as scaled from aerial photographs), and said right of way shall be finally established by the location of the electric transmission line on said premises: Beginning at a point on the South line of the Southwest Quarter (SW1/4), said point being approximately One Thousand Two Hundred Ninety-four feet (1,294') East of the Southwest corner of said Southwest Quarter (SW1/4); thence in a Northerly direction to a point of turning, said point being approximately Four Hundred Seventy-six feet (476') North of and approximately One Thousand Two Hundred Sixty-two feet (1,362') East of the Northwest corner of said Southwest Quarter (SW1/4); thence in a Northwesterly direction to a point of leaving located on the North line of said Lot Eight (8), said point being approximately Six Hundred Thirty-five feet (635') East of the Northwest corner of said Lot Eight (8). One certain three (3) pole angle structure, including anchors not to exceed eight (8) in number, shall be placed at the above stated point of turning.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed Six (6) in number, except that Zero (0) such additional structures may

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20334-RENFIELD & COMPANY, INC., OHIO

be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns.

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee shall have the right to trim or remove all trees and brush on said right of way as may be necessary to efficiently survey, construct, reconstruct, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within 75' feet of the centerline of said line may be removed and any other trees which in falling would come within 15 feet of the nearest electric line conductor may be topped or removed. All refuse from such tree cutting or trimming shall be burned or removed by the Grantee. In addition, the Grantee shall have the right to control by chemicals all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in accordance with scheduled payment hereinafter provided and in addition thereto, agrees to pay the Grantors or lessee, as their interests may appear for any damage to personal property, fences, livestock, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. It is further agreed that in the future, all claims for damages must be submitted to the Grantee in writing within 90 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived. Final payment shall be made on or before 60 days after completion of the construction stated herein. In the event the Grantee does not commence the construction of said electric transmission line on described right of way within five (5) years of the date of this right of way easement, this right of way easement shall terminate.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, endanger or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the Grantor shall not allow any combustible material or property, buildings, structures, hay or straw stacks to remain or be placed within 75' feet of the aforesaid centerline.

6. It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

7. It is further agreed that the initial transmission line, which is to be constructed under the terms and conditions of this instrument, shall generally consist of two-pole wooden structures together with steel and multi-pole structures as necessary, and that the Grantee shall have the right to convert the aforesaid wooden structure electric transmission line to a steel tower electric transmission line carrying one or more circuits for an additional payment according to the schedule contained herein.

Scheduled payment for rights herein granted shall be made to the Grantor on the following basis:

FLEXIBLE INDEX
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