

2-418
NY CPD (Rev 3-7-69)

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That W. E. Brinkman and Elizabeth J. Brinkman, his wife, of Lancaster 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 \$ 200.00 for not more than two poles and ~~XXXXXXXXXX~~ when set on the following described property, do hereby grant and convey unto Consumers Public Power District (hereinafter called District) its lessees, successors and assigns, the permanent right, privilege, and easement of right of way to enter upon and to construct, operate, maintain, inspect, repair, remove, alter and reconstruct its electric transmission lines, including all necessary poles, wires, guys and other equipment used in connection therewith, upon, over and across a strip of land 150 feet in width, being 75 feet on each side of the centerline of said right of way, across property situated in Lancaster County, Nebraska, said property being more particularly described as follows:

Lot 3 excepting the north 55.60 feet and the south 186 feet and Lot 9 excepting the west 80 feet of Union Land Company Subdivision to the City of Lincoln being in the Northeast Quarter of the Northeast Quarter of Section 27, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska.

~~The operation of the electric transmission lines shall be subject to the rules and regulations of the District.~~

The District shall also have the right of ingress and egress across the property to its officers and employees for any purpose necessary in connection with the use of said property for the construction, operation, maintenance, inspection, repair, removal, alteration and reconstruction of its electric transmission lines.

The District shall also 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 electric transmission lines and equipment used in connection therewith, including but not limited to removal of any and all trees and brush within 75 feet of the centerline of said right of way and topping or removing any other trees which in falling would come within fifteen feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District. In addition, 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, construction, operation, maintenance, inspection, repair, removal, alteration and reconstruction of its electric transmission lines. Final payment for any damage caused by the construction, alteration or reconstruction of any such electric transmission lines shall be made on or before sixty days after completion of such construction or reconstruction. It is further agreed that subsequent to any such construction, alteration or reconstruction, all claims for damages must be submitted to the District in writing within ninety days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

Grantor may cultivate, use, and enjoy the land within the right of way, provided that such use shall not, in the judgment of the District, endanger or be a hazard to or interfere with the survey, construction, maintenance, operation, inspection, repair, removal, alteration and reconstruction of its electric transmission lines and provided further that the Grantor shall not allow any combustible trash or property, buildings, structures, hay or straw stacks to remain or be placed within 75 feet of the aforesaid centerline.

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.

Scheduled payment for rights herein granted shall be made to the Grantor in the amount above provided, which has been calculated on the following basis:

	In Untillable Field or Pasture	In Cultivated Fields	In Irrigated Fields
Per Pole.....	\$ _____	\$ _____	\$ _____
Per Anchor.....	\$ _____	\$ _____	\$ _____
Tree Cutting & Trimming.....	\$ _____		
Overhang of Conductors.....	\$ _____		
	\$ _____		

Signed the 9th day of June, A.D., 1969

WITNESS

John H. Ramackers

W. E. Brinkman
Elizabeth J. Brinkman

Grantor

STATE OF NEBRASKA }
COUNTY OF LANCASTER }
On this 9th day of June, 1969, before me the undersigned, a Notary Public in and for said County and State, personally appeared W. E. Brinkman and Elizabeth J. Brinkman

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 purpose therein expressed.

WITNESS my hand and notarial seal the date above written.
my Commission expires on the 6th day of March, 1973.
John H. Ramackers
Notary Public

(FOR REGISTER OF DEEDS STAMP)

INDEXED 20-539
GENERAL mail
COMPARED mail
PAGED

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1969 JUN 13 PM 12:00

REGISTERED OFFICE \$1.75

mail E. W. Alder
Nebraska Public Power System
Columbus, Mo.