

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Wal-Mart Stores Inc. XXXX and XXXXXX, of Platte County, Nebraska, in consideration of \$ 1.00, further payment of a sum to make total payment of \$ 1.00 for XXXX poles and XXXXXX anchors and other necessary equipment when installed on the following described property, do hereby grant and convey unto the Loup River Public Power District (hereinafter called "District,") its lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys, underground cable and other necessary equipment in connection therewith, on and across the following property situated in Platte County, Nebraska, more particularly described as follows:

Lot 1, Block A, Randall 3rd Add. - Columbus, NE

The pole line or underground facilities herein contemplated shall be located on the property approximately as follows:

A 10 ft. utility easement along the east property line of Lot 1, and A 10 ft. utility easement beginning at the south west corner of Lot 1, and running north a distance of Approx. 196 ft. Both easements located in Lot 1, Block A, Randall 3rd Add.

The District shall have the right of ingress and egress across the property for its officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line and underground electric facilities.

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 operation of the lines, underground electric facilities and equipment used in connection therewith.

The Grantors 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, repair, maintenance, inspection, operation alteration, relocation and removal of said line and underground electric facilities. The Grantors shall not place or maintain within the easement area any building, structures, hay or straw stacks or other facilities without first obtaining express written permission from the District for such placements.

The District shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the District shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said line and underground electric facilities.

The District agrees that should the lines and underground electric facilities constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument 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 13 day of June, A.D., 1991.

WITNESS Jan Smith Secretary

By: Steve Schwitters, Director of Construction Wal-Mart Stores Inc.

STATE OF ARKANSAS COUNTY OF Benton

(FOR REGISTER OF DEEDS STAMP)

On this 13th day of June, 1991, before me the undersigned, a Notary Public in and for said County and State, personally appeared Steve Schwitters, Director of Construction Wal-Mart Stores Inc.

personally to me known 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.

My Commission expires on the 28th day of December, 1996.

JO MONK NOTARY PUBLIC SEAL BENTON COUNTY, ARK. Notary Public

STATE OF NEBRASKA } s.s. Platte County Entered in Numerical Index and Filed for Record in the Recorder's Office of said County this 18th day of June A.D. 1991 at 10:40 o'clock A.M. Recorded in Book 83 of Misc. Page 63 thereof. Register of Deeds Fee \$5.50 Del-Loup Power District City

