

54452

RIGHT OF WAY EASEMENT

That **DAMROW ENTERPRISES, INC.**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 and OVC), duly paid, the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby **GRANT, REMISE and RELINQUISH** unto Norris Public Power District, a public corporation, its successors and assigns, herein called "the District" as follows:

The permanent right, privilege and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto including structures, structure foundations, poles, pole foundations, down guys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across the following described real property, to wit:

Lot Four (4), irregular tract, located in the Northeast Quarter (NE 1/4) of Section Two (2), Township Eight (8) North, Range Six (6) East, Lancaster County, Nebraska;

and more particularly described as follows:

Commencing at the Northeast corner of Section Two (2), Township Eight (8) North, Range Six (6) East, of the 6th Principal Meridian, Lancaster County, Nebraska; thence in a southerly direction along the east line of Section Two (2), a distance of seventy (70) feet; thence in a westerly direction seventy (70) feet from and parallel to the north line of Section Two (2), a distance of three hundred forty and eighty-eight one-hundredths (340.88) feet to the point of beginning; thence in a westerly direction seventy (70) feet from and parallel to the north line of Section Two (2), a distance of four hundred and twenty (420) feet; thence in a northerly direction seven hundred sixty and eighty-eight one-hundredths (760.88) feet from and parallel to the east line of Section Two (2), a distance of ten (10) feet; thence in a westerly direction sixty (60) feet from and parallel to the north line of Section Two (2), a distance of four hundred sixty-five and fourteen one-hundredths (465.14) feet; thence in a southerly direction one thousand two hundred twenty-six and two one-hundredths (1,226.02) feet from and parallel to the east line of Section Two (2), a distance of ten (10) feet; thence in a westerly direction seventy (70) feet from and parallel to the north line of Section Two (2), a distance of thirty (30) feet; thence in a northerly direction one thousand two hundred fifty-six and two one-hundredths (1,256.02) feet from and parallel to the east line of Section Two (2), a distance of thirty-seven (37) feet; thence in an easterly direction thirty-three (33) feet from and parallel to the north line of Section Two (2), a distance of six hundred forty-three and eighty-two one-hundredths (643.82) feet; thence in a southeasterly direction eighty-two degrees (82°) thirteen (13) minutes and forty-eight (48) seconds east from south a distance of two hundred seventy-three and eighty-three one-hundredths (273.83) feet more or less to the point of beginning; embracing an area of .56 acres more or less.

TO HAVE AND TO HOLD UNTO Norris Public Power District, Beatrice, Nebraska, its successors and assigns, forever, or until released by the District.

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The District shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, shrubs, roots, limbs, or other surface materials which now or at any future time are located on, overhang, or extend onto the easement area and which interfere with or jeopardize lines to be constructed or installed by the terms of the easement. Grantor hereby grants to the District the right to top or remove any trees which, in falling would come within 15 feet of the nearest electric line conductor. The district will remove all brush, trimmings and debris at its expense.

It is the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal or other personal property, or use of the area in any way which would, in the judgement of the District endanger or be a hazard to or interfere with, the rights of the District to use the same for the purpose herein expressed in accordance with the terms hereof and subject to any prior leases or easements of record heretofore granted to other parties. Grantor shall not change or alter the grade of the right-of-way described hereinabove without the prior written approval of the District.

As soon as possible following completion of any construction by the District in the easement area the District will cause to be removed from the property hereinabove described all debris and construction equipment and restore the premises to the extent practical. Any damage to crops of Grantor or any tenant resulting from the entry upon the property of Grantor for construction, maintenance, or repair purposes shall be paid to Grantor or Grantor's tenant as determined by agreement of the parties or as determined by law.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, lessees, successors and assigns of the respective parties and the easements, rights, obligations and privileges of the District created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure or lack of use by the District for any period of time.

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IN WITNESS WHEREOF, we have hereunto set our hands this 17th day of MARCH, 1992

DAMROW ENTERPRISES, INC. BY: Grace L. Damrow

Roca, Ne Box 83-68430

Address 47-0686639
TAX IDENTIFICATION NUMBER

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me a Notary Public, qualified for and in said County, personally came the representative for Damrow Enterprises, Inc., known to me to be the identical person, who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and notarial seal on this 17th day of MARCH, 1992.

My Commission Expires: Alan Plesoman

ep-4(15)



BLOCK

CODE

CHECKED
ENTERED
EDITED

LANCASTER COUNTY, NEB
Dan Nalte
REGISTER OF DEEDS

\$15.50

50
\$15

DEC 2 3 00 PM '92

INST. NO. 92

54452

Morris
Public
Power

Check Rec. # 016146 ← Cash Rec. # 016147 M