

RIGHT-OF-WAY EASEMENT

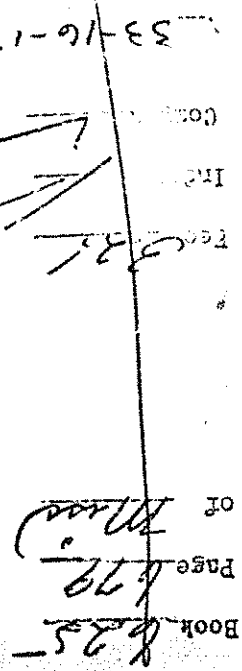
In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/her heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to PUBLIC PUBLIC DISTRICT, a public corporation, its successors and assigns, hereinafter called "District", a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, maintain and operate thereon, electric transmission lines consisting of poles, pole foundations, towers, tower foundations, cross-arms, insulators, wires, underground cables, supports, and other necessary fixtures and equipment over, upon, above, along, under, in and across the following described real estate, to wit:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-three (33), Township Sixteen (16) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska, lying West of Interstate Highway right-of-way

RECEIVED

1979 DEC 18 PM 3:17

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.



The area of the above described real estate to be covered by this easement shall be as follows:

A strip of land One Hundred feet (100') in width, being Fifty feet (50') on each side of and parallel to the following described reference line: Beginning at a point Seventy-five feet (75'), more or less, East of the Southwest corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$), and on the South line thereof; thence Northeasterly to a point One Hundred Fifty-eight feet (158'), more or less, East of and Two Hundred Sixty feet (260'), more or less, South of the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); thence North to a point on the North line thereof, said point being One Hundred Fifty-eight feet (158'), more or less East of the aforesaid Northwest corner.

CONDITIONS:

- (a) The District shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) The District shall also have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any or of the hereinbefore granted rights, together with the express provision that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks, or other property to remain on or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from the District.
- (c) The District shall pay the Grantor or lessee, as their interest may appear, for all damages to growing crops, fences and buildings on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the judgement of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any buildings, structures, hay or straw stacks, or other property to remain on or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without the prior written approval from the District.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 25th day of NOVEMBER, 1979.

Western Securities Company
(a Nebraska corporation)

By: *Gene P. Spence*
Gene P. Spence, President

STATE OF Nebraska
COUNTY OF Douglas

On this 29th day of NOVEMBER, 1979, before me the undersigned, a Notary Public in and for said County and State, County, personally came Gene P. Spence, President of Western Securities Company, personally to me known to be the identical person(s) who signed the foregoing instrument, as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

STATE OF
COUNTY OF

On this _____ day of _____, 19____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____

personally to me known to be the identical person(s) 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: _____ NOTARY PUBLIC

Transcription Fee *150* Date 11-24-79; Land Rights and Services _____ on the _____ day of _____, 19____
Recorded in Hist. Book No. _____

James K. Costanzo
NOTARY PUBLIC