

Miscellaneous Record No. 14

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MILTON H. FRICKE ET AL :
TO :
LOUP RIVER PUBLIC POWER DIST. : N
EASEMENT \$1.40 Paid :
County Clerk

Filed February 9th, 1949 at 11:00 o'clock A.M.

Form RW1-7-46

RIGHT-OF-WAY EASEMENT

Tract No. 94-B TL No. 1152

In consideration of the MUTUALLY AGREED TO SETTLEMENT which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grant (s) and convey (s) to Loup River Public Power District, Columbus, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection of an electric transmission line consisting of poles, towers, wires, equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, in, over and across the following described lands situated in Sarpy County, State of Nebraska, to-wit:

East half of southwest Quarter (E $\frac{1}{2}$ S $\frac{1}{2}$ E $\frac{1}{2}$), in Section Nineteen, township fourteen, north, range thirteen, East (19-14-13E) of the 6th P.M.

and any abutting public highway or place, also the right to clear timber and to trim and keep trimmed as may be reasonably necessary, all trees, hedges, and shrubs. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for the purpose of making necessary changes in the line and for the purpose of maintaining the line, including tree and brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible, in conformance with the wishes of the owner and occupant of the premises.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line.

The said Grantor (s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agrees to make final settlement and payment as hereinafter provided and, in addition thereto, agrees to pay any damages which may be caused to crops, fences, or any other portion of Grantor's property by reason of the building or the future maintenance and operation of said transmission line.

Grantor (s) agree (s) not to locate nor allow any building, hay stack, straw stack, tree, structure, or any other combustible material to be placed under the wires or near the poles, wires, or fixtures in such a manner as to endanger or to be endangered by the same, or to interfere with the operation thereof, or in such a way as to be likely to result in damage to the property of either party if a fire should occur in or around the transmission line or any such property of Grantor.

In view of the overall length across Grantor's premises, if future necessity requires ingress to and from it with equipment. Grantee's representatives are requested to make inquiry of the owner and occupant as to the most desirable route to be used, in order to minimize the resultant damages as well as lessen the time of performing the required work, consisting at the present of two 2-pole structures.

It is understood that Grantor (s) will not receive electric service from this line.

In Presence of
H.A. Collins
STATE OF NEBRASKA) ss.
Sarpy County)

Milton H. Fricke
Verna M. Fricke

ACKNOWLEDGMENT

I hereby certify that on this 8th day of February, A.D. 1949, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Milton H. Fricke and Verna M. Fricke, his wife, to me personally known to be the same person (s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date last above written.

HERMAN C. CHRISTENSEN GENERAL NOTARY
STATE OF NEBRASKA
EXPIRES JULY 21, 1953

Herman C. Christensen Notary Public

My commission expires: July 21-1953