

Line No. NAFES

TRANSMISSION LINE EASEMENT

Doc. 2,66 (32)
R/W \$ 500

In consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned owner(s) of the real estate hereinafter described, his/their heirs, executors, administrators, successors and assigns, hereinafter called "Grantor", hereby grant and convey to OSIBA PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "Grantee", a right of way with the perpetual right to survey, construct, reconstruct, inspect, repair, maintain and operate thereon a double-circuit electric transmission line consisting of poles, towers, tower footings, down guys, anchors, crossarms, insulators, wires, supports and other fixtures and equipment over, above, along, under, in and across the following described real estate situated in Washington County, Nebraska, to wit, **Tax Lot Four (4) and the Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) of Section Twenty-nine (29), Township Eighteen (18) North, Range Twelve (12), East of the 6th P.M., Washington County, Nebraska.**

The approximate routing of the electric transmission line easement across the above described real estate shall be one Hundred feet (100') on each side of the following described centerline and said right of way shall be finally established by the location of the transmission line on said premises:

Beginning at a point on the South line of said Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), approximately Five Hundred Ninety feet (590') West of the Southeast corner thereof; thence in a Northeasterly direction to a point of leaving located on the East line thereof, approximately Three Hundred Fifty-two feet (352') South of the Northeast corner thereof.

1. The electric transmission line structures to be constructed upon the above described premises shall not exceed 1 in height, except such additional structures may be constructed upon an additional payment as per schedule contained herein to Grantor, their successors and assigns:

Steel towers on cultivated land, including overhanging conductors	500 each
Steel towers on uncultivated or permanent pasture land, including overhanging conductors	700 each
Overhead only	\$ 50 per pole

(Minimum payment \$50.00)

2. Grantee shall also have the right of ingress and egress across the Grantor's property for any purpose necessary in connection with the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. Grantee shall have the right to trim or remove all trees and brush on said right of way as may be necessary to efficiently survey, construct, reconstruct, inspect, repair, maintain, operate and remove said line, together with the express provision that any and all trees and brush within the limit of the centerline of said line may be removed, and any and all other trees which by falling would come within the limit of the present electric line construction may be removed or removed. All damage from such tree cutting or clipping shall be borne by the grantee. In addition, the grantee shall have the right to control by clearing all weeds, trees and brush along the described right of way, provided this land is not being utilized for cultivated crops.

4. Grantee hereby agrees to pay in addition thereto, the Grantor or lessee, as their interest may appear, for any damage to personal property, fences, buildings, and to growing crops caused by the survey, construction, reconstruction, inspection, repair, maintenance, operation and removal of said line.

5. Grantor may cultivate, use and enjoy the land within the right of way, provided that such use shall not, in the judgment of the Grantee, or damage or be a hazard to or interfere with the survey, construction, reconstruction, repair, maintenance, operation and removal of said line and provided further that the grantor shall not allow any combustible material or property, buildings, structures, hay or straw stacks to remain or be placed within the limit of the proposed centerline.

6. It is further agreed Grantor has lawful possession of said real estate, used, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and shall indemnify and hold harmless the Grantee from and against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

7. It is further agreed that Grantee may pay the consideration hereof by a single, joint payment to all Grantors, lessors or other person in interest, in discharge of its obligation hereunder.

IN WITNESS WHEREOF, the parties herein have signed their names and caused the execution of this instrument to duplicate this 24th day of June 1967.

OSIBA PUBLIC POWER DISTRICT

Assistant General Manager

Witness

Assistant Secretary

Secretary

Chairman

Member

Member

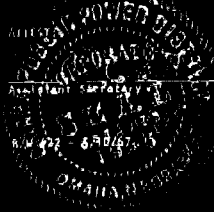
Member

Member

Raymond W. Ryder

Ellen L. Ryder

Grantor



CERTIFICATE OF ACKNOWLEDGEMENT - Individual

STATE OF NEBRASKA }
COUNTY OF Washington

On this 24th day of June, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Raymond V. Ryder and Ellen L. Ryder, husband & wife, of known age, capacity to be legal persons(s) who signed the foregoing instrument 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.

Stanley J. Bednar
Notary Public
Stanley J. Bednar

My Commission expires on the 13 day of January, 1971

CERTIFICATE OF ACKNOWLEDGEMENT - Corporation

STATE OF NEBRASKA }
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, appeared _____ and _____ to be personally known, who being by me duly sworn, did say that they are _____ President and _____ Secretary respectively of _____ (a Corporation), that the said officer to said instrument to the seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation and acknowledged execution thereof to be the voluntary act and deed of said Corporation, by it voluntarily executed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

COUGHT BY LESSEE OR OTHER PERSON IN INTEREST TO EXCEPT FOR REMEDY FOR EJECTMENT

In consideration of the payments made and agreed to be made to or for the account of the foregoing grantor, and the division thereof according to the separate agreement of the grantor and the undersigned to their mutual satisfaction, and in the case of a lease, in consideration of the benefits by the grantor to be enjoyed by the interest of grantor and lessee, the undersigned, being the lessee or other person in, or entitled to the possession of the property described in the foregoing right-of-way easement, or other right-of-way easement or interest in the property described in the foregoing right-of-way easement, hereby consents to the conveyance and construction of the electric transmission line on, through, across the property therein described. In accordance with the terms of the said right-of-way easement and hereby consents to the interest of the said easement created by the said electric transmission line on, through, across and over the property therein described, and hereby expressly subordinates such interest to the rights granted to the grantor by such right-of-way easement.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof this _____ day of _____, 19____.

STATE OF NEBRASKA }
COUNTY OF _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public

My Commission expires on the _____ day of _____, 19____

APPROVED

Trans. Dept. *JH* Date *7-22-67*
Eng. Dept. *Joseph S. Lamborn* Date *7-22-67*
Acc't. Dept. *W. C. Beach* Date *7-22-67*

C & S Regr. *9810* Date *6/22/67*

State of Nebraska
County of Washington
SS. *747*

Entered in Numerical Index and filed in records
this *27* day of *July*
A. D. 19 *67* at *10:00* o'clock *P.*M.
and recorded in book *28* at page *137-138*
James S. Carlson
County Clerk

Recorded
General
Numerical
Photostat