

# RIGHT-OF-WAY EASEMENT

27-337

In consideration of the sum of Five Dollars (\$5.00), receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned, (hereinafter called Grantors), hereby grant and convey to LOUP RIVER PUBLIC POWER DISTRICT, Columbus, Nebraska, a public corporation, (hereinafter called Grantee), its successors and assigns, a right-of-way for the construction, maintenance and operation thereon 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, which right-of-way shall extend 50 feet on each side of the center of the line as now surveyed over and across the

following described real estate situated in Sarpy County, Nebraska, viz:  
South 1/2 of Section 12, North 1/2 of Section 13, Section 12 and 13, Township 12 North, Range 10 West, County of Sarpy, Nebraska.

Grantee shall also have the right of ingress and egress across Grantor's property for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line. Such ingress and egress shall be exercised in a reasonable manner and as nearly as possible in conformity with the wishes of the owner or occupant of the premises.

Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way interfere with the safe operation of the lines and equipment used in connection therewith.

Grantee shall at all times exercise all due care and diligence to avoid damage to the fences, crops, live-stock or other personal property on said real estate and shall indemnify and save harmless the Grantors from any such damage occurring to such property by reason of the construction, operation, maintenance and removal of said transmission lines.

Grantors, their heirs or assigns, shall not allow any building or other structure, hay or straw stock, trees or any other combustible material or property to remain or be placed under or near the transmission lines, poles or fixtures in such a manner as to interfere with the safe operation or maintenance of said lines or in such manner as might result in damage to the property of either party from fire or other cause.

In event of removal of the transmission line and abandonment of the right-of-way for a period of five years, then this easement shall terminate and all rights under it shall revert to the Grantors, their heirs or assigns.

Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of Grantee herein conveyed.

The total payment for rights herein granted shall be made on the following basis:

|   |   |   |
|---|---|---|
| For Poles   | In Meadow or Cultivated Fields                                | In Permanent Pasture or Uncultivated Land |
| For Anchors with Guys   | Forty-Dollars Each  | Twenty Dollars Each                       |
| For Steel Towers  | Forty Dollars Each  | Twenty Dollars Each                       |
| For Overhang  | One Hundred Fifty Dollars Each                                | Seventy-Five Dollars Each                 |
| For Clearing a Strip 50' Wide on Each Side of the Center of Said Transmission Line Across the Premises including tall trees beyond this area that would endanger the line | at Rate of \$1.00 per Rod with a minimum of \$10.00 per Tract |   |

The down payment of \$5.00 shall be credited on the total due and final payment shall be made within a reasonable time after execution hereof.

27-337 to be constructed here on.  
- 2 Poles to frame structure (12' x 12') in the center of 165'  
20/100 no cross brack to be put across line. 100' wide. 10' high. 10' wide. 10' high. 10' wide. 10' high.

In Presence of: W. Pearson Mrs. Amanda Zerk  
30 April 56 9A \$2.00

STATE OF NEBRASKA, }  
Sarpy County, } ss.

### ACKNOWLEDGMENT

I hereby certify that on this 31 day of June, A. D. 1956, before the undersigned, a Notary Public in and for the County and State aforesaid, came Mrs. Amanda Zerk and W. Pearson 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 this day and date last above written.  
My commission expires 1-18-1961  
W. Pearson  
Notary Public.

