

RIGHT-OF-WAY EASEMENT

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 Grantor), 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 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:
Tax Lot 13-52, Section Twenty-five, Township Fourteen North, Range Thirteen East of the 6th P. M. (Tax Lot 15-52, Sec. 25, 14N-13E)

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 owners of said premises.

Grantee shall also have the right at any time to trim or remove such trees and undergrowth 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 Grantor from any such damage occurring to such property by reason of the construction, operation, maintenance and removal of said transmission lines.

Grantor, their heirs or assigns, shall not allow any building or other structure, hay or straw stacks, trees or 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 any 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 Grantor, their heirs or assigns.

Grantor, 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:

	In Meadow or Cultivated Fields	In Permanent Pasture or Uncultivated Land
For Poles	Twenty-Five Dollars Each	Twelve and one-half Dollars Each
For Anchors with Guys	Twenty-Five Dollars Each	Twelve and one-half Dollars Each
For Steel Towers	One Hundred Dollars Each	Fifty Dollars Each
For Overhang	Fifty Dollars Each	Twenty-Five Dollars Each
For Clearing a Strip 30' Wide On Each Side of the Center of Said Transmission Line Across the Premises		

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.

Due to be constructed hereon:

- 1 - two pole steel frame structure in SW 1/4 of Section 25

In Presence of
Sam H. Rasmussen

STATE OF NEBRASKA
Sarpy County

ACKNOWLEDGMENT

I hereby certify that on this 22 day of April, A. D. 1953, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Sam H. Rasmussen

personally known to be the said person(s) who signed and executed the above instrument, and they each duly acknowledged the execution of the same.

WITNESSES my hand and Notary Seal on the day and date last aforesaid.