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, thereinafter called Grantors), hereby grant and convey to LOUP RIVER PUBLIC POWER DISTRICT, Columbus, Nebraska, a public corporation, thereinafter 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 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 same in the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the content of the line as now surveyed over and across the line as now surveyed over an across the line
following described real estate situated in Sarry County, Nebraska, vi
Yorth East one fourth Section one, Township thirteen Worth, Range ten east.
(NE Sec 1-12 N - 10 E)
Grantee shall also have the right of ingress and egress across Granter'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 wa 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, hav 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 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 the 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:
In Meadow or In Permanent Pasture o
For Poles \$75.00 Forty Dollars Each Twenty Dollars Each For Anchors with Guys Forty Dollars Each Twenty Dollars Each For Steel Towefs One Hundred Fifty Dollars Each Seventy-Five Dollars Each For Overhang at Rate of \$1.00 per Rod with a minimum of \$10.00 per Trace 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
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 here on.
3 - 2 poles H Frame Structures (6 Poles) in amount of 5
C A 00/200 A 2
6 trees plus 06/100 Ac Willow brush to be cut to ground level with loss to be 16 St. in
length and all oflow m. M. All brush to be burned.
In Presence of:
Sin Look Touter Callerine Marketile
STATE OF NEBRASKA,)
Douglas County, }ss. ACKNOWLEDGMENT
I hereby certify that on this 16th day of February ,A. D., 19 56 before, the
understatic a Notary Public in and for the County and State aforesaid, came hrs. Catherine Kindbeiter
A O A and
his Wife to me personally known to be the same person(s) who signed and executed the above instrument, and they each duly
Admitor ledged the execution of the same.

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

30 april 56 91.