

TRANSMISSION LINE EASEMENT

F-13
T-2

1. KNOW ALL MEN BY THESE PRESENTS, That I (we), the undersigned, hereinafter called (Grantor", in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid by Polk County Rural Public Power District, a public corporation, herein- after called "District", whose post office address is Stromsburg, Nebraska, the re- ceipt whereof is hereby acknowledged, do hereby grant unto said District, its successors and assigns, the perpetual right, privilege and easement to construct, re- construct, rephase, repair, operate and maintain a wood pole "H" frame three-phase electric transmission line with all structures, poles, crossarms, cables, wires, guys, anchors, supports, fixtures and devices, used or useful in the operation and maintenance of said transmission line through, over, upon and across the following described land situated in the County of Merrick, and State of Nebraska, to-wit:

That part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4), lying West of Highway No. 39, also the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and Tax Lot "P" of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), all in Section Thirty-three (33), Township Sixteen (16) North, Range Three (3), West of the 6th P. M.

2. Said transmission line shall be constructed on the following described center line: Said center line shall be located within Eighty (80) feet of the following described line:
~~Beginning at a point on center line of Highway No. 39, said~~
Beginning at a point on center line of Highway No. 39, said point being Fifty-eight (58) feet, more or less, South of the center of the south abutment of the concrete and steel bridge, across Silver Creek on said Highway No. 39 located in the South One-half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-three (33), thence Southwesterly to a point Three Hundred Ninety-three (393) feet, more or less, North and the Southwest corner of said Section, thence Northwesterly to a point on the West line of above described property, said point being Five Hundred Four (504) feet, more or less, North of the Southwest corner of Section 33.

3. The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said land and the land of the Grantor adjacent thereto for the purpose of surveying, constructing, reconstructing, rephasing, repairing, operating and maintaining said transmission line and equipment upon the land above described.

The Grantor hereby grants to the District, its successors and assigns, the permanent right, privilege and authority to cut down trees and shrubbery under or within thirty-five (35) feet of the District's lines, and to cut down or trim any trees or limbs of trees on either side thereof that may interfere with or threaten to endanger the operation and maintenance of said transmission line. All refuse or debris from such tree cutting and trimming shall be disposed of by cut trees in lengths and stack on right of way. Burn all brush.

The Grantor hereby licenses, permits and otherwise agrees to the joint use or occupancy of the line by any other person, association or corporation for elect- rification or telephone purposes, and the Grantor further agrees that all poles, wires, and other facilities installed on the above described land at the District's expense, shall remain the property of the District, removable at the option of the District.

4. The Grantor reserves the right to cultivate, use and occupy said land except that, without the prior written approval of the District, he shall not erect any structure, hay or straw stacks, or other objects, permanent or temporary, or plant any trees, within 35 feet of said transmission line, and the Grantor further agrees that he will not perform any act which will interfere with or endanger said trans- mission line or the use thereof.

5. The District agrees that it will repair or pay for any damage which may be caused to crops, fences or other property of the Grantor resulting from the con- struction or maintenance of said transmission line.

6. The grant of easement herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, other electric transmiss- ion lines and telegraph and telephone lines heretofore granted across any part of the above described land.

7. The District agrees to pay to the Grantor for the privileges herein granted, when said transmission line has been completely constructed, for each structure and each anchor on said transmission line located within the boundaries of the above described land, based on the following schedule of prices for various types of structures:

Type of Structure	Located on Tillable Land	Located on Pasture or Untillable Land	In or Near Fence Line
Each 2-pole structure	80.00	20.00	
Each 3-pole structure		30.00	
Each Anchor		5.00	
Overhang - No Structure			3.00

per one-fourth (1/4) mile or fraction thereof.

8. This easement is binding on the heirs, executors, administrators and assigns of Grantors.

IN WITNESS WHEREOF (I) (We) have duly executed this instrument in triplicate this 30th day of October, 1957.

G. W. Grosch
Elvie M. Grosch

STATE OF Nebraska
COUNTY OF Merriam

ACKNOWLEDGMENT

On this 30th day of October, 1957, before me the undersigned, a Notary Public in and for said County, personally appeared

G. W. Grosch and Elvie M. Grosch
husband and wife

to me known to be the identical persons, whose names are affixed to and who executed the foregoing instrument as grantors, and acknowledged the same to be their voluntary act and deed.

IN WITNESS, my hand and Notarial Seal the day and year last above written.



John M. [Name]
Notary Public
My Commission expires June 28, 1963

DISTRICT'S APPROVAL

W. B. Lundberg
President

POLK COUNTY RURAL PUBLIC POWER DISTRICT

W. B. Lundberg
Manager

EASEMENT
G. W. & Elvie M. Grosch
to
Polk County Rural Public Power District
in the State of Nebraska,
Merriam County,
Filed for record in the Clerk's Office
of said county the
9th
day of May, 1958 at
o'clock and 18 minutes P. M. and
recorded in Book
of 115
of 115
W. B. Lundberg
County Clerk

DEPOSED
MAY 9 5 00 PM
POLK COUNTY
DEPT. OF PUBLIC
COUNTY CLERK