

MISCELLANEOUS RECORD

1876-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025

Tait, one of the affiants herein, have continuously been in possession of said real estate since the date of said deed.

Further affiants saith not.

Dorothy T. Schwaderer

Ida M. Tait

Subscribed in my presence and sworn to before me this 12th day of June, 1956.

John C. Miller
Clerk of District Court.



Right-of-Way Easement No. 738 # Tract No. 68
Carl A. Peterson and Edith Peterson #

FOR ASSIGNMENT SEE 1 OF 28 PAGE 266

to Eastern Nebraska Public Power District #
Filed for record June 23, 1956 at 11:15 #
A.M., Book 24, page 375. Frances Webb, #
Farson, Register of Deeds. Fee \$2.55 #

grant(s) and convey(s) to Eastern Nebraska Public Power District, Syracuse, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection 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, in, over and across the following described lands situated in Otoe County, State of Nebraska, to-wit:

East Half Northeast Quarter, Section 21, Township 8, Range 11.

and any abutting public highway or place, also the right to clear timber and to trim and keep trimmed as may be reasonably necessary, all trees, hedges, and shrubs. The route of the line shall be approximately as shown on the attached map. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for any of the purposes above mentioned including tree and brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible, in conformance with the wishes of the owner and occupant of the premises. The number and location of poles, structures and guys along the route shall be determined by grantee.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line.

The said Grantor(s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agrees to make final settlement and payment as hereinafter provided and, in addition thereto, agrees to pay any damages which may be caused to crops, fences, or any other portion of Grantor's property by reason of the building or the future maintenance of said transmission line.

Grantors(s) agree(s) not to locate nor allow any building, hay stack, straw stack, tree, structure, or any other combustible material to be placed under the wires or near the poles, wires, or fixtures in such a manner as to endanger or to be endangered by the same, or to interfere with the operation thereof, or in such a way as to be likely to result in damage to the property of either party if a fire should occur in or around the transmission line or any such property of Grantor.

Final settlement and payment for the rights herein granted shall be made on the following basis, payment to be made within a reasonable time after this instrument shall be signed and acknowledged:

MISCELLANEOUS RECORD

For Poles Fifty (\$50.00) for each pole placed along said route on grantor's above described property.

For Anchors with Guys Fifty (\$50.00) for each anchor with guy placed along said route on grantor's above described property.

The location of poles and anchors will be such as to farm the least possible interference to farm operations, so long as it does not, in the opinion of the Grantee, materially increase the cost of construction or impair the strength of the line. In the event that there are no poles or anchors placed on Grantors property along route of line herein described, a payment of fifty (\$50.00) will constitute final settlement.

It is understood that Grantor(s) will not receive electric service from this line.

In Presence of

Darleen A. Granneman

Carl A. Peterson

Edith Peterson

STATE OF NEBRASKA } ss.
Otoe County }

ACKNOWLEDGMENT

I hereby certify that on this 19th day of June, A.D. 1956, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl A. Peterson and Edith Peterson 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 to be their voluntary act and deed.

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

My commission expires: Sept - 10 - 1961

Darleen A. Granneman
Notary Public.



Right-of-Way Easement No. 741 # Tract No. 50
James T. Callaway and Inez Callaway

FUR ASSIGNMENT SEE BOOK 28 PAGE 266

to Eastern Nebraska Public Power District #
Filed for record June 23, 1956 at 11:23 #
A.M., Book 24, page 376. Frances Webb #
Farson, Register of Deeds. Fee \$2.10 #

their agreements herein stated, the undersigned hereby grant(s) and convey(s) to Eastern Nebraska Public Power District, Syracuse, Nebraska, a public corporation, its successors and assigns, a Right-of-Way for the construction, maintenance, operation and inspection 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, in, over and across the following described lands situated in Otoe County, State of Nebraska, to-wit:

Southwest Quarter of Section 36, Township 9, Range 10.
and any abutting public highway or place, also the right to clear timber and to trim/as may be reasonably necessary, all trees, hedges, and shrubs. The route of the line shall be approximately as shown on the attached map. The Grantee shall have the right of ingress to and from such right-of-way and transmission line for any of the purposes above mentioned including tree and brush trimming. It is understood that the right of ingress and egress acquired hereunder will be exercised in a reasonable manner and, as nearly as possible, in conformance with the wishes of the owner and occupant of the premises.

Grantee agrees that this easement shall revert to Grantor in case of removal or abandonment of the line.

The said Grantor(s), his or their heirs or assigns, are to be entitled to the full use and enjoyment of the said premises, subject only to the rights of the Grantee herein granted and of its successors or assigns.

Grantee or its successors or assigns hereby agrees to make final settlement and payment as hereinafter provided and, in addition thereto, agrees to pay any damages which may be caused

TITLE:

Name

TRACT

COUNTY

0105

STATE

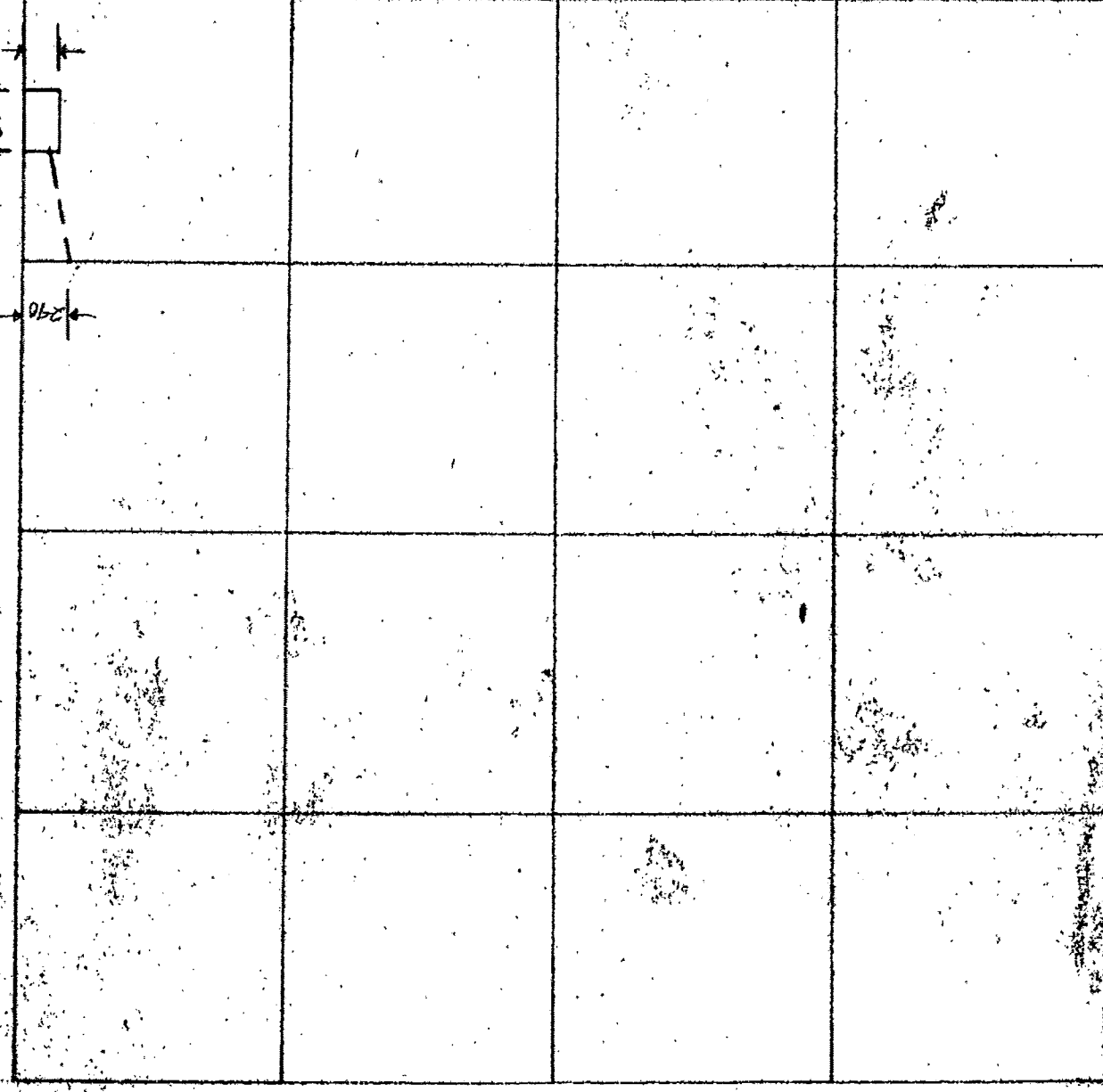
NEBR

SECTION

21 TWP 8 R 11

LEGAL

APPROXIMATE CENTER LINE



800' ±

375'

LOCATION

DATE

BY

JOB

579

SECTION

21

TWP

8

R

11

NEBRASKA

HENNINGSON, DURHAM & RICHARDSON INC.

OMAHA, NEBRASKA