

# MISCELLANEOUS RECORD

No. 328

FROM

Carl A. and Edith Peterson

TO

EASTERN NEBRASKA PUBLIC POWER DISTRICT,  
SYRACUSE, NEBRASKA

STATE OF NEBRASKA

County of  
OTOE

Entered in Numerical Index and filed for record in the office of  
Register of Deeds of said County the 6 day of March 19 64  
at 10 o'clock and 34 minutes A.M., and recorded in Book 27

page of 566 Miscellaneous.

Heleen D. Morton Register of Deeds.

Fee \$3.75

By

Carl A. & Edith Peterson  
Owner

Tract No. 2

## RIGHT-OF-WAY EASEMENT

In consideration of the sum of one dollar, receipt of which is hereby acknowledged, and of the further agreements herein stated, the undersigned hereby grants) 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 (SW 1/4) of the Northeast Quarter (NE 1/4) and the East Half (1/2) of the Northeast Quarter (NE 1/4), Section Twenty/(21), Range Eleven (11), Township Eight, except tracts conveyed to Farmers Elevator Inc., and Eastern Nebraska Public Power District.

FOR ASSIGNMENT SEE BOOK 21 PAGE 266

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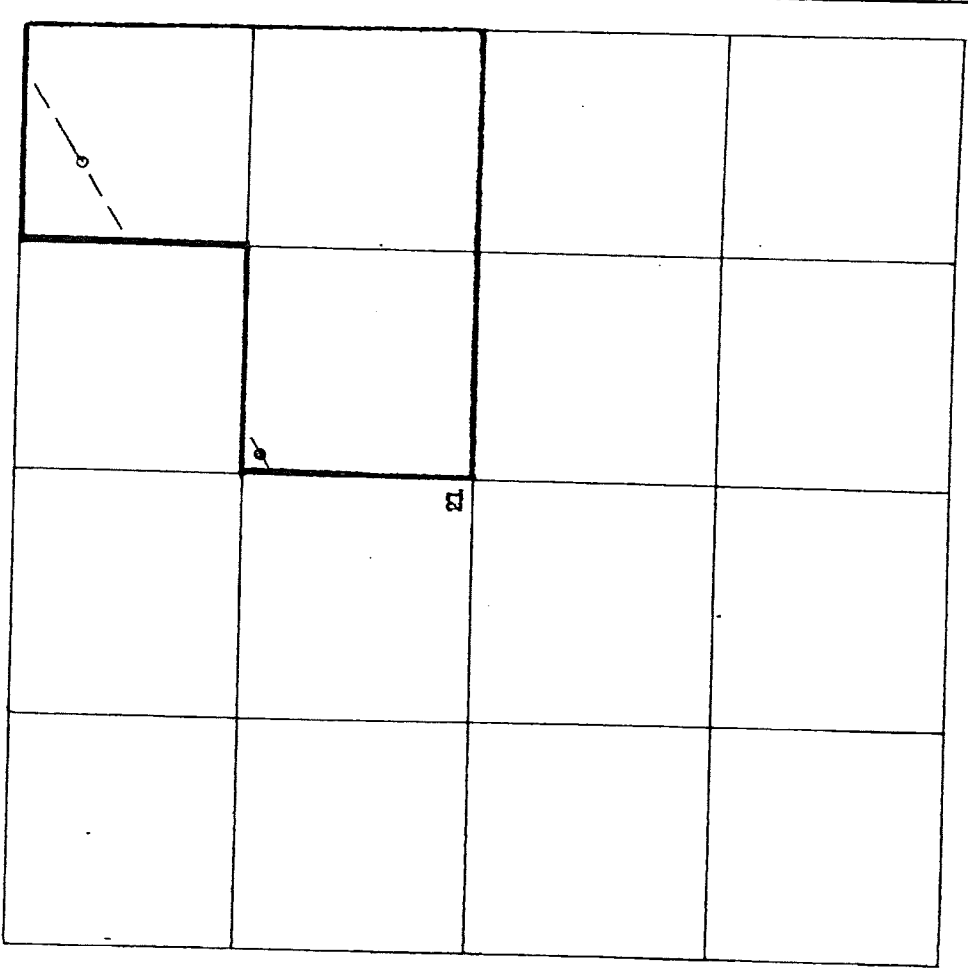
of the

NAME Carl A. Peterson & Edith Peterson TRACT #1

COUNTY Otoe STATE Nebraska SEC 21 TWP 8 RGE 11

LEGAL SW 1/4 NE 1/4 E 1/2 NE 1/4

Approximate Center Line



Syracuse-Sterling 69 KV

NEBRASKA 442 EASTERN SEC. 1

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

My commission expires: .....

Notary Public.

Carl

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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 and location of poles, structures and guys 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 to crops, fences, or any other portion of Grantor's property by reason of the building or the maintenance of said transmission line.

Grantor(s) agrees(s) not to locate nor allow any building, hay 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:

For Poles Two Structures @ \$100.00 Total \$200.00  
For Anchors with Guys Two Mo Anchors @ \$50.00 Total \$100.00  
Grand Total \$300.00

Carl A. Peterson  
Edith Peterson

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

In Presence of

STATE OF NEBRASKA Otoe County }  
} ss.

ACKNOWLEDGMENT

I hereby certify that on this 14 day of Jan., A. D. 1964, 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.

March 4, 1965

Clarence E. Spitz

Notary Public.

My commission expires: (CLARENCE E. SPITZ  
(GENERAL NOTARY SEAL.  
(COMMISSION EXPIRES MAR. 4, 1965  
(STATE OF NEBRASKA  
} ss.

STATE OF NEBRASKA

County

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

My commission expires:

Notary Public.