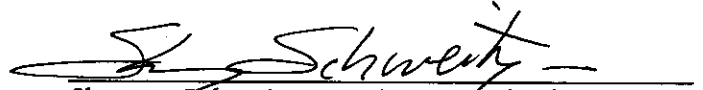


State of Nebraska)
County of Seward) ss.

Filed for record on June 1, 2016
at 11:04 a.m. and recorded as
Instrument No. 201601298.


Sherry Schweitzer, County Clerk
Fee: \$28.00
4 Page Document

Return to: Seward County PPD
PO Box 69
Seward NE 68434

E ½ NW ¼ 36-12-04 30 AC
Location

Kimberly A. Carlson
Name

SEWARD COUNTY PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT

In consideration of the sum of \$1.00 the receipt of which is hereby acknowledged, the undersigned owner(s) of the real estate hereinafter described, his/hers/its/their heirs, executors, administrators, successors and assigns, hereinafter called "GRANTOR," hereby grant and convey unto SEWARD COUNTY PUBLIC POWER DISTRICT, its successors and assigns, hereinafter called "DISTRICT," a permanent right-of-way easement to survey, construct, reconstruct, relocate, alter, inspect, repair, replace, add to, remove, maintain and operate thereon, electric distribution lines consisting of wires, underground cables, manholes, supports, and other necessary fixtures and equipment, under, in and across the following described real estate, to-wit:

The East One-Half of the Northwest Quarter (E ½, NW ¼) Section 36, Township 12 North, Range 4
East of the 6th P.M. in Seward County, Nebraska.

the area of the above described real estate to be covered by this Easement shall be as follows, to-wit:

See attached EXHIBIT A, and detailed EXHIBIT B.

Provided, further, the Grantors further covenant and agree that the District may locate and erect crossarms, wires, cables and other necessary appurtenances to its electrical transmission and distribution system outside the easement area above described, so long as such property and equipment is located to meet minimum NESC requirements and is affixed to a pole or tower located within the basic easement area.

GENERAL CONDITIONS:

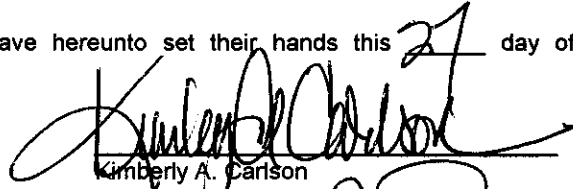
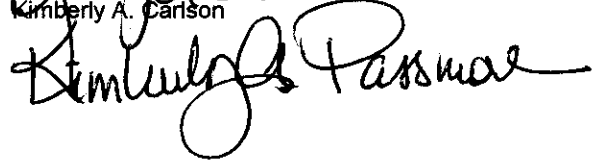
- (a) District shall have the right of ingress and egress across the Grantors' property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (b) District shall have the right to trim or remove all trees and brush on said right-of-way as may be necessary to efficiently exercise any of the hereinbefore granted rights, together with the express provision that any and all trees which, in falling would come within 15 feet of the nearest electrical line conductor, may be topped or removed. All refuse from such tree cutting or trimming shall be disposed of by District and District shall have the further right to control and impede the growth of all weeds, trees, and brush along the described right-of-way if said right-of-way is not being utilized for cultivated crops.
- (c) District shall pay the Grantor or Lessee, as their interests may appear, for all damages to growing crops, fences, buildings or other improvements on said land which may be caused by the exercise of the hereinbefore granted rights.
- (d) Grantor may cultivate, use and enjoy the land within the right-of-way provided that such use shall not, in the

judgment of District, endanger or be a hazard to or interfere with the hereinbefore granted rights and provided further that the Grantor shall not allow any building structures, hay or straw stacks, or other property to remain or be placed upon the above described easement area, or change or alter the grade of the right-of-way herein described without prior written approval of District. Provided further, that Grantor covenants not to violate the clearance requirements of the National Electrical Safety Code and amendments thereto.

(e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her, its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

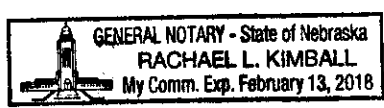
THE GRANTOR understands his/her, its/their rights under the "Uniform Procedure For Acquiring Private Property for Public Use" Act, Article 25, Chapter 25 Nebraska Statutes, and hereby waives the same, including the right to a public hearing prior to negotiating for this conveyance with the DISTRICT.

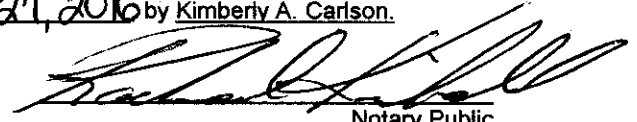
IN WITNESS WHEREOF, the undersigned grantor(s) have hereunto set their hands this 27 day of May, 2016


Kimberly A. Carlson


STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me on May 27, 2016 by Kimberly A. Carlson.




Notary Public

EASEMENT DESCRIPTION:

DESCRIPTION OF A 10' WIDE UTILITY EASEMENT LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE 6TH, P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, ON AN ASSUMED BEARING OF N89°52'41"W FOR A DISTANCE OF 259.69' TO THE POINT OF BEGINNING;

THENCE S02°19'12"W A DISTANCE OF 516.80'

THENCE S19°52'58"E A DISTANCE OF 68.85'

THENCE S33°51'27"E A DISTANCE OF 113.33'

THENCE S86°17'22"E A DISTANCE OF 195.60'

THENCE S00°05'42"E A DISTANCE OF 718.79'

THENCE S76°51'41"W A DISTANCE OF 19.07'

THENCE N01°51'24"E A DISTANCE OF 251.80'

THENCE N00°05'42"W A DISTANCE OF 462.09'

THENCE N86°17'22"W A DISTANCE OF 191.17'

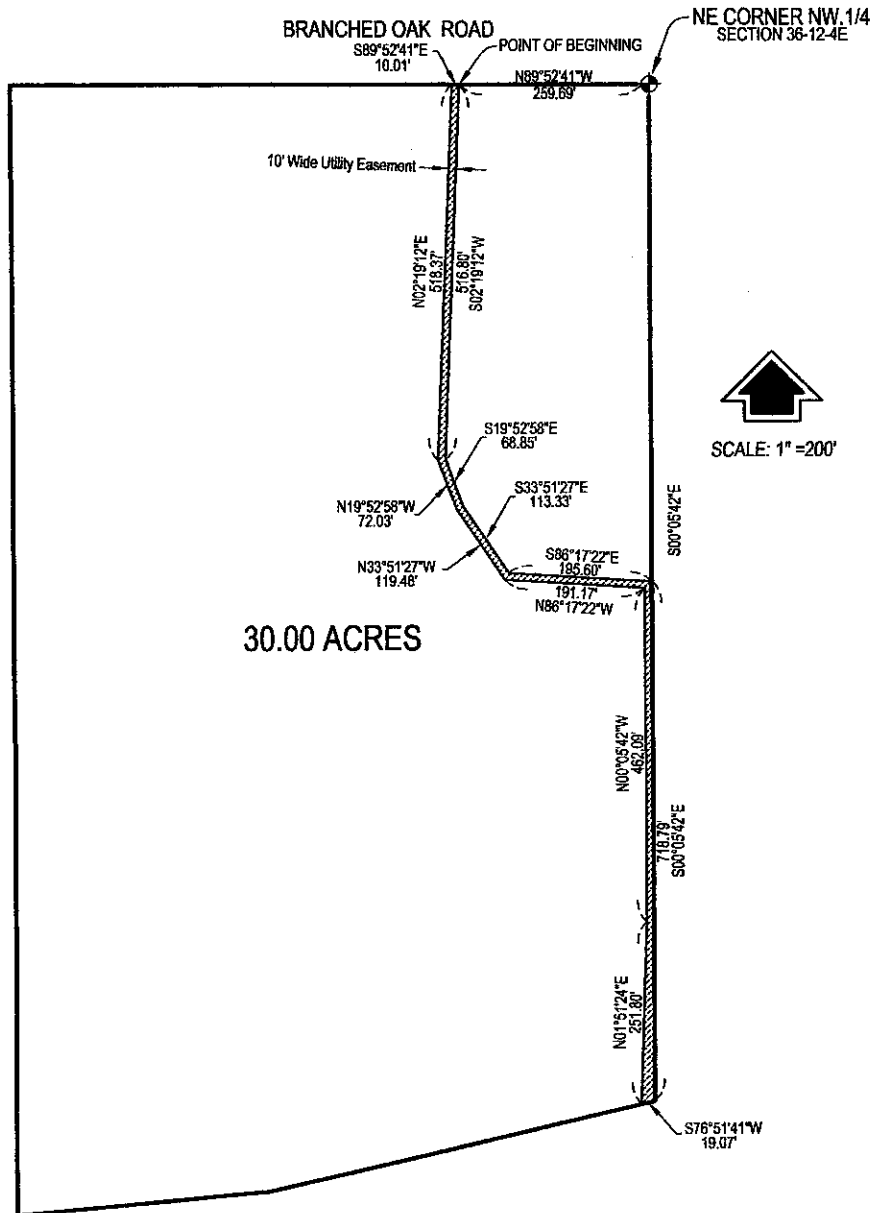
THENCE N33°51'27"W A DISTANCE OF 119.48'

THENCE N19°52'58"W A DISTANCE OF 72.03'

THENCE N02°19'12"E A DISTANCE OF 518.37'

THENCE S89°52'41"E A DISTANCE OF 10.01' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 17201.29 SQUARE FEET

UTILITY EASEMENT



EASEMENT DESCRIPTION:

DESCRIPTION OF A 10' WIDE UTILITY EASEMENT LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 12 NORTH, RANGE 4 EAST OF THE 6TH, P.M., SEWARD COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 REFERRING TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36;
 THENCE IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, ON AN ASSUMED BEARING OF N89°52'41"W FOR A DISTANCE OF 259.69' TO THE POINT OF BEGINNING;
 THENCE S02°19'12"W A DISTANCE OF 516.80'
 THENCE S19°52'58"E A DISTANCE OF 68.85'
 THENCE S33°51'27"E A DISTANCE OF 113.33'
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 THENCE N33°51'27"W A DISTANCE OF 119.48'
 THENCE N19°52'58"W A DISTANCE OF 72.03'
 THENCE N02°19'12"E A DISTANCE OF 518.37'
 THENCE S89°52'41"E A DISTANCE OF 10.01' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 17201.29 SQUARE FEET